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राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

मंगलवार, 30 दिसम्बर, 2025 / 09 पौष, 1947

हिमाचल प्रदेश सरकार

LABOUR EMPLOYMENT & OVERSEAS PLACEMENT DEPARTMENT

NOTIFICATION

Shimla-171 002, the 18th November, 2025

No. LEP-E/1/2024.— In exercise of the powers vested under section 17 (1) of the Industrial Disputes Act,1947, the Governor Himachal Pradesh is pleased to order the publication of awards of

the following cases announced by the **Presiding Judge, Labour Court-*cum*-Industrial Tribunal, Dharamshala, H.P.** on the website of the Printing & Stationery Department, Himachal Pradesh *i.e.* **"e-Gazette":—**

Sl. No.	Ref./ No.	Petitioner	Respondent	Date of Award/Order
1.	54/20	Pankaj Rana	M.D. M/S D.B. Corp. Ltd.	09.09.2025
2.	15/23	Barinder Singh	Pr. DAV School Dehra	13.09.2025
3.	13/24	Kewal Krishan	M.D. Ridhi Sidhi Er. Una	13.09.2025
4.	14/24	Abhishek	M.D. Agro Food Pvt. Ltd.	13.09.2025
5.	15/24	Rakesh Kumar	M.D. Agro Food Pvt. Ltgd.	13.09.2025
6.	47/24	Tula Ram	E.E. HPPWD, Dharampur	23.09.2025
7.	603/16	Desh Raj Mohan	M/S Jagran Prakashan Pvt.	24.09.2025
8.	03/23	Joginder	Dir. Tibetan Children School Dharamshala	24.09.2025
9.	02/23	Manoj Kumar	---Do--	24.09.2025
10.	68/22	Pawan Kumar	Principal DAV School Alampur	24.09.2025
11.	69/22	Vishal Rana	--Do--	24.09.2025
12.	29/24	Jagdish Chand	The D.F.O. Kullu	26.09.2025

By order,
Sd/-
(PRIYANKA BASU INGTY, IAS),
Secretary (Lab. Emp. & O.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP)

Reference No. : 54/2020

Date of Institution : 08-9-2020

Date of Decision : 09-9-2025

Shri Pankaj Rana s/o Shri Ramesh Singh Rana, r/o Village Nanwar, P.O. Chadhiar, Tehsil Baijnath, District Kangra, H.P. ..*Petitioner.*

Versus

1. The Managing Director, M/s D.B. Corporation Limited, Plot No.280, Sarkhej Gandhi Nagar Highway, Near YMCA Club, Makarba, Ahamedabad, Gujarat.

2. The Head/Manager (HR & Admin), Dainik Bhaskar, Regional Office, Plot No.11-12, Ground Floor, Dakshin Marg, Sector-25D, Chandigarh.

3. The Assistant General Manager (Ad-Sales), Dainik Bhaskar Office Malbrow House, Near DPRO Office Chotta Shimla, Shimla, H.P. ..*Respondents.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Ravinder Aggarwal, Ld. AR

For Respondent(s) : Sh. N.L. Kaundal, Ld. AR

: Sh. Vijay Kaundal, Ld. Adv.

AWARD

The following industrial disputes have been received by this court for the purpose of adjudication from the appropriate authority/ Deputy Labour Commissioner:—

> "Whether the termination of services of Shri Pankaj Rana s/o Shri Ramesh Singh Rana, r/o Village Nanwar, P.O. Chadhiar, Tehsil Baijnath, District Kangra, H.P. *w.e.f.* 01-10-2018 by (i) the Managing Director, M/S D.B. Corporation Limited, Plot No.280, Sarkhej Gandhi Nagar Highway, Near YMCA Club, Makarba, Ahmedabad, Gujarat (ii) the Head/Manager (HR & Admin), Dainik Bhaskar, Regional Office, Plot No.11-12, Ground Floor, Dakshin Marg, Sector-25D, Chandigarh, (iii) the Assistant General Manager (Ad Sales), Dainik Bhaskar Office, Malbrow House, Near DPRO Office, Chotta Shimla, Shimla, H.P. without following the provisions of the Working Journalist and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955 and the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employers/management?"

2. The brief facts of the claim are that the claimant/petitioner was employed by M/s D.B. Corporation Limited as Executive, Advertisement Sales *w.e.f.* 11.2.2008 and was allotted employee Code No.13672. He was deputed of regular basis to work under District Office/Bureau of the respondents/management at Depot Bazar Dharamshala, District Kangra, H.P. He was promoted in the post of Senior Executive (Ad-Sales) on 1.4.2011 and further promoted Senior Management Associate/Assistant Manager *w.e.f.* 1.4.2015 letter dated 29.7.2015. It is submitted that respondent corporation is a corporate body registered under the Companies Act owned and wide circulated Hindi daily newspaper called Dainik Bhaskar along-with other titled newspaper in 14 States of the Country. Dainik Bhaskar is registered under terms of press and registration of books (PRB) Act, 1867. The registered office of the management is at Plot No.280, Sarkhej Gandhi Nagar Highway, Near YMCA Club, Makarba, Ahmedabad, Gujarat and corporate office situated at 6, Dwarka Sada, Press Complex, MP Nagar Zone I, Bhopal. The regional office of respondent management at Plot No.11-12, Ground Floor, Dakshin Marg, Chandigarh, Sector, 25-D. The State office is functioning at Shimla, Himachal Pradesh. The service conditions and wages of claimant/petitioner are governed by The Working Journalists and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955 (hereinafter referred to as the 'Governing Act'). The petitioner was holding current and previous posts of Executive, senior executive and senior management associate which falls under Section 2 (c) and 2(dd) of the Governing Act. He has to be considered as Non Journalist Newspaper Employee of the concerned newspaper establishment. It is further submitted that D.B. Corporation is covered under the Governing Act as well as falls within the definition of newspaper establishment under Section 2(b) and 2 (d) read with schedule of the Governing Act and defined as newspaper establishment. The provisions of Industrial Disputes Act, 1947, Factories Act, 1948 are also applicable to the respondents. The respondent establishment also

falls within the definition of Section 2 Clause (m) of the Factories Act and falls within the definition of workman under Section 2(S) of the Industrial Disputes Act, 1947. The principal business of the respondent is composing making uttering the news items and articles to publish in its newspaper Dainik Bhaskar owned and controlled by D.B. Corporation Ltd. and this business also falls within the definition of manufacturing process under Section 2(k) of the Factories Act. It is alleged that petitioner was reporting to Assistant General Manager, Ad Sales Shimla and Senior General Manager, Ad Sales at Chandigarh from the date of his appointment. He was working with the management in District office at Depot Bazar, Dharamshala, District Kangra, H.P. and was only person of its department at Dharamshala office and never worked in the capacity of manager and supervisor or administrator.

3. The Government of India *i.e.* Ministry of Labour *vide* notification dated 24.5.2007 constituted the wage boards in terms of Section 9 and 13B of the Governing Act and determined the service conditions of News Paper Employees including that of the petitioner/workman. Before submission of recommendations of wage board the union government approved and ordered for payment of interim increase of 30% of the basic pay to all the newspaper employees from 8th January, 2008 till revised pay structure come into force *w.e.f.* 11.11.2011 *vide* notification dated 24.10.2008. The petitioner has alleged that the management did not pay due amount of the interim increase to the petitioner.

4. It is further submitted that wage board had submitted its recommendations to the government on 31st December, 2010 and the Central Government accepted them *vide* notification dated 11.11.2011. The Hon'ble Supreme Court delivered its judgment in case titled ABP Pvt. Ltd. vs. Union of India & Ors, AIR 2014 SC 1228 whereby dismissed all the writ petitions filed against Majithia Wage Board and its recommendations which were accepted by the Government of India. The Hon'ble Supreme Court directed the newspaper establishments to cover award of Majithia Wage Board to implement the same from 11.11.2011 and pay all the arrears upto March, 2014 in four equal instalment to all the eligible employee. It is alleged that the management of M/s D.B. Corporation Ltd. did not implement the recommendations of Majithia Wage Board hereinabove referred to as MWB which were upheld by the Hon'ble Supreme Court and several employees of management/respondents had filed Contempt Petitions before the Hon'ble Supreme Court and which were tagged with the main Contempt Petition titled as Avishek Raja & Ors. vs. Sanjay Gupta, AIR 2017 SC 2955. It is further submitted that Hon'ble Supreme Court *vide* its order dated 28.4.2015 had directed the Chief Secretaries of all the States to appoint Inspectors under Section 17B of the Governing Act to determine as to whether dues and entitlements of all the categories of newspaper employees including journalists under the MWB award have been implemented in accordance with the terms thereof. The Hon'ble Apex Court had asked for precise finding reports of the Inspectors through Labour Commissioners of all the States. The Labour Commissioner, Himachal Pradesh had also submitted report before the Hon'ble Supreme Court in terms of compliance affidavit on 20.9.2016. It was mentioned in this affidavit the newspaper employees being harassed by the management while they demanded their revised wages and due arrears in terms of MWB award.

5. An allegation is made on behalf of petitioner that respondent management illegally terminated his services by way of forced and fake resignation w.e.f. 1.10.2018. He asserts that he never gave any resignation voluntarily and neither he ever communicated his resignation in writing or otherwise as per law. He has alleged that he was harassed by the respondents and restrained from joining his duty without any notice and reason *w.e.f.* 1.10.2018. According to petitioner the reason was liability of due arrears of revised wages to the petitioner in terms of MWB award as per the directions issued by the Hon'ble Apex Court. Petitioner has further alleged that he never accepted the full and final settlement and is still agitating his illegal termination. He also submitted that he is still unemployed and after illegal termination he is facing financial hardship. According to

petitioner it is the case of victimization of workman by the respondent management on demanding his unpaid dues in terms of MWB recommendations as per the directions of the Hon'ble Supreme Court and in violation of the provisions of Section 16A of the Governing Act.

6. It is submitted that contempt petition before the Hon'ble Supreme Court certain directions and clarifications were made on some legal issues *vide* judgment dated 19.6.2017. It was opined that newspaper establishment were under obligation to pay their dues to the confirmed employees along-with contractual employees in accordance with the directions of previous judgment dated 7.2.2014. Petitioner alleges that he was not paid due and accruing wages under wage board notification which ultimately merged with the directions dated 7.2.2014 made by the Hon'ble Supreme Court. He has filed separate claim of recovery as per recommendations of MWB in terms of Section 17 (2) of Governing Act which is pending before this court. The petitioner has further submitted that his illegal and unjust act of management not to allow him to join duties on the basis of illegal, involuntarily, forced and voidable resignation was unfair, unjust, illegal and unconstitutional. After the termination of the services of petitioner he was restrained to join his duties. He has prayed that this court may quash and set aside the illegal, voidable and unjust action/order of respondent management to terminate the services of petitioner. He has prayed that he may be reinstated in service from the date he was ousted and he be entitled to full back wages along-with seniority and continuity in service and other consequential benefits.

7. In reply file on behalf of the respondents to the claim preliminary objection qua maintainability have been raised. It is asserted that Government of Himachal Pradesh is not a appropriate government under Section 2(a) of the Industrial Disputes Act, 1947 as M/s D.B. Corporation Ltd. is a registered company having its regional office at Chandigarh (UT). Thus the HP Government would not be a appropriate government within the meaning of Section 2(a) of the Industrial Disputes Act, 1947. Objection qua non joinder of necessary party has been raised as such Head/HR Department of D.B. Corporation Ltd. has not been implemented as a party by the petitioner. It is further alleged that the present claim is abuse of the process of law as there is no relationship of master and servant between respondents and petitioner subsequent to his resignation dated 1.9.2018. It is also submitted that the petitioner did not fall within the definition of workman as he was drawing salary of Rs.26,487/- per month at the time of his resignation. On merits, it is submitted that claim of the petitioner does not fall within the meaning of Sections 2(c) and 2(dd) of the Governing Act as he voluntarily submitted his resignation on 1.9.2018. It is also asserted that applicant was reporting to Senior General Manager (Ad Sales) at Chandigarh but still working the replying respondents in its District office at M/s. D.B. Corporation Ltd. After submitting his resignation his final earning of Rs.48,026/- as salary of September, 2018, bonus of 2017-18 and gratuity had been duly received. The averments regarding the MWB recommendations and subsequent directions of the Hon'ble Supreme Court regarding its implementation have not been denied however it is denied by the respondents that any force or fake resignation was obtained by respondents. It is asserted that the resignation was sent through email address of the petitioner voluntarily and he has not raised any issue of fake or force resignation till the date of his demand notice and did not file any criminal complaint against the respondents. It is also submitted that this is for petitioner to prove that he was not gainfully employed and it is asserted that he has ample agricultural land in his name and earning sufficient amount of livelihood. Other averments made in the petition were denied and it is prayed that claim deserves to be dismissed.

8. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

9. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the services of the petitioner were terminated without following the process of law as alleged in the reference? ..*OPP.*

2. Whether the petitioner is entitled for re-instatement with full back wages and other consequential benefits, as claimed? ..*OPP.*

3. Whether the petitioner has voluntarily resigned from service, as alleged in the reply and is not entitled any relief, as claimed? ..*OPR.*

4. Whether the petitioner is not a workman, and not entitled to any relief as? ..*OPR.*

5. Relief.

10. The petitioner in order to prove his case has produced on record his affidavit Ext. PW1/A wherein he has reiterated the facts stated in the claim petition. He has also produced on record copy of annual appraisal letter for the financial year 2014-2015 dated 29.7.2015 Ext. PW1/B, compliance affidavit of Labour Commissioner, Govt. of H.P. before the Hon'ble Supreme Court dated 20.9.2016 Ext. PW1/C, certificate under Section 65B of Evidence Act Ext. PW1/D, application for employment/job Ext. PW1/E1 to Ext. PW1/E1 to Ext. PW1/E10, registration certificate of Dainik Bhaskar Edition Chandigarh Ext. PW1/F, registration of Dainik Bhaskar Edition Shimla Ext. PW1/G, bank statement of petitioner Ext. PW1/H, notice issued by Conciliation Officer dated 20.11.2019 Ext. PW1/J, failure report under Section 12(4) of the Industrial Disputes Act, 1947 Ext. PW1/K and application/demand notice under Section 2-A of the Industrial Disputes Act, 1947 dated 20.11.2019 Ext. PW1/L.

11. The respondents in order to establish the case has examined RW1 Shri Shalendra Shivhare, Chief Manager (HR Admin), M/s D.B. Corporation Ltd. who produced his affidavit Ext. RW1/A and also produced on record documents i.e. annual appraisal letter dated 29.7.2015 Ext. RW1/B, pay slip for month of September, 2018 Ext. RW1/C, payment advised dated 16.4.2019 Ext. RW1/D, full and final slip for month of October, 2018 Ext. RW1/E, pay slips Ext. RW1/F, PAN Card Ext. RW1/G, registration certificate of company Ext. RW1/H, salary chart of petitioner Ext. RW1/J, certificate under Section 65B Ext. RW1/K and e-mail dated 11.9.2018 Ext. RW1/L. Respondents have also examined RW2 Shri Hitesh Kotia, Manager HR, M/s Divya Himachal Prakashan Private Ltd. He has produced on record TDS record Form 16 A dated 21.9.2023, 6.11.2023, 31.1.2024 and 9.6.2024 of petitioner Ext. RW2/A to Ext. RW2/D.

12. I have heard the learned Counsel/ARs for both the parties at length and records perused.

13. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1 : No

Issue No.2 : No

Issue No.3 : Yes

Issue No.4 : No

Relief. : Claim petition is dismissed as the petitioner had voluntarily resigned from service and he was not terminated without due process.

REASONS FOR FINDINGS

ISSUES No. 1, 2 and 3

14. All the above mentioned issues shall be taken up together for the purpose of determination and adjudication.

15. The issue regarding termination of the petitioner is referred by the appropriate authority. The allegations made in the claim petition are that respondents management has illegally terminated the services of claimant by way of forced and fake resignation w.e.f. 1.9.2018. The contention of the petitioner is that he never gave his resignation voluntarily nor any acceptance was communicated to him by the respondent. Respondents however pleaded that petitioner tendered his voluntarily resignation *vide* e-mail dated 1.9.2018 which was accepted and intimation of acceptance was made on 9.9.2018. It is asserted by the respondents that petitioner had received full and final amount of Rs.48026/- without any protest. Petitioner however in rejoinder has denied sending any resignation through e-mail. He has denied receiving full and final settlement.

16. In the affidavit produced by the petitioner he has described that alleged resignation was fake, fraudulent, illegal, voidable resignation. In cross-examination as PW1 the petitioner has stated "*it is incorrect that I have resigned from my job on 01.9.2018. My e-mail ID is pankajrana91119@gmail.com. It is incorrect that I have submitted my resignation through this e-mail ID on 01.9.2018. Self stated the password of this e-mail was available at Shimla also and it was used for official dealings. This e-mail address was used by official and password of this e-mail ID was not protected".*

17. The petitioner has denied that he was relieved on 1.10.2018. He also denied putting his signature on NOC Mark-RA. He has denied that sum of Rs.97258.90 was due and outstanding from his side towards the respondents. He has denied receiving document Mark-RB.

18. RW1 Shri Shalendra Shivahare, Chief Manager, HR Admin. has mentioned in his affidavit "that the services of petitioner were never terminated by the company. He has himself tendered his resignation. The petitioner had resigned through e-mail copy placed on record. Mail was sent by the petitioner to his superior. The person to whom the mail was sent by the petitioner had the power to accept the resignation. It is correct that petitioner had not tendered his resignation in his signature in the shape of some papers submitted to the company".

19. Some material aspects of the case are to be considered in order to determination whether the resignation was voluntary or was a fake and forged document. Admittedly the resignation of petitioner was sent through e-mail ID which belongs to the petitioner. The petitioner has denied that the mail was sent by him however since the mail was sent from his email address it was incumbent upon the petitioner to show that the mail was forged and fake document. In the claim petition the said resignation is also described as "forced" but there is no evidence of force or any coercion exercised by the respondent on the petitioner which would have compelled him to tender the resignation. Petitioner has mentioned that this email was available at Shimla also and it was used for official dealings. The petitioner however has not been able to produce any record of any such official dealing through this email ID which belongs to him. Without any oral and documentary evidence this court cannot concluded that resignation was sent from the above email ID of the petitioner by some other person or was a forged or fake document. Petitioner has not

mentioned any person who allegedly accessed his email ID and used the same to sent resignation on his behalf. Petitioner is neither able to produce evidence or communication between him and the respondents whereby he had asserted or informed the respondents that he did not send the email/resignation and that it was forged document.

20. Once the allegation of forged and fake email are made by the petitioner he was at liberty to report alleged criminal act before the relevant authority immediately after the said email was sent. Admittedly he was paid salary upto 1.9.2018 and according to him he was restrained from joining his services from 1.10.2018. In these circumstances it appears that he was aware about his work status with the respondent immediately after the alleged email was received by the respondents. However he choose to remain silent until compliant filed before Labour-cum-Conciliation Officer Ext. PW1/L dated 20.11.2019 i.e. after more than 12 months from date when the alleged resignation was sent to the respondents through his email ID. In the complaint made to the Labour-cum-Conciliation Officer also he has alleged *"forced and fake resignation and the same not being voluntarily"*.

21. Learned Authorized Representative for the petitioner has vehemently argued that the court has to consider whether the said resignation was voluntarily or not specially when it does not appear to be an act of free conscience of workman. As mentioned above the petitioner had completely denied that he sent the resignation. Thus question of voluntarily and non voluntarily nature of resignation does not arise. The petitioner has not led any evidence to show why such forged and fake communication from his email was not reported for appropriate action by the relevant authority and why the same was made a ground for demand notice before Labour-cum-Conciliation Officer after delay of more than 12 months.

22. The contention of the learned AR for the petitioner in reference to Section 16A of the Governing Act is also to be considered. Section 16A of the Governing Act provides as follows:—

"16A. Employer not to dismiss, discharge, etc., newspaper employees.—*No employer in relation to a newspaper establishment shall, by reason of his liability for payment of wages to newspaper employees at the rates specified in an order of the Central Government under section 12, or under section 12 read with section 13AA or section 13DD, dismiss, discharge or retrench any newspaper employee"*

23. Petitioner in this case has not produced any evidence to prove that prior to 1.9.2018 he had made any representation to the respondent company to pay wages specified by MWB or any such dispute between petitioner and respondent was in existence. He had to show that respondent had deliberately dismissed him or terminated his services due to the reason of any such above mentioned liability but no such oral and documentary evidence is produced on the case file. Dispute of petitioner with respondents qua unpaid dues and wages accruing under Wage Board notification was also subsequent to 1.9.2018. This does not point towards the fact that his resignation was procured by reason of the liability of the respondent for the payment of wages due under MWB recommendations. Consequently the case of the petitioner does not fall within the purview of Section 16A of the Governing Act.

24. It is pertinent to mention here that the circumstances in which the petitioner was disengaged was pursuant to resignation and not result of dismissal, discharged or retrenchment carried out by the respondents. In these circumstances also the case of the petitioner does not fall within the payment of Section 16A of the Governing Act.

25. The resignation/email copy is produced on record Ext. RW1/L the full and final slip of the petitioner Ext. RW1/E. The petitioner has denied receiving full and final payment of his dues

but he has merely shows ignorance to the suggestion that he received the gratuity amount of Rs.38121/- through demand drafts dated 15.4.2019. A specific suggestion is made in the cross-examination of RW1 that these cheques were issued after dispute was raised by the petitioner in the record during conciliation proceedings. Thus the payment by way of cheques made by respondents to the petitioner is not completely denied. The Hon'ble Supreme Court in **GYANENDRA SAHAY vs. M/s TATA IRON & STEEL CO. LTD., AIR 2006 SC 2795** has held in paras no.14 and 15 as follows:—

> "*14) We have also perused the Memo of Appeal and other representation made by the appellant. The appellant has made a vague allegation that he was forced to take retirement. Neither he has made it specific nor had given the name of any officer who compelled him to write the letter dt.1st April, 1995 or exercised undue and excessive pressure to sign the letter of premature/voluntary retirement. Though the Labour Court has come to the conclusion that the appellant was compelled to submit the letter of resignation, the same is not supported by any acceptable evidence. It is settled law that suspicion and doubt cannot take the place of evidence. No finding of fact can be given on mere doubt and suspicion or on the basis of baseless allegations. The appellant having written letter of voluntary retirement and after having accepted the retiral benefits without any protest cannot now turn round and say that he was compelled to submit his premature/voluntary retirement. The appeal has absolutely no merits and we, therefore, have no hesitation to dismiss the same and to affirm the order passed by the learned Judges of the Division Bench of the High Court. No order as to costs.*
>
> *15) It is submitted by Mr.Raju Ramachandran, learned senior counsel for the respondent that all the retiral benefits including ex-gratia has been paid and settled to the appellant. On the other hand, the appellant-in- person states that all the retiral benefits as per the Terms of Accptance have not been paid fully to him. If there is any amount due, the appellant is at liberty to approach the respondent-management by making a representation claiming the said amount. If such a claim is made, the management is directed to consider the same and pass appropriate orders in accordance with law".*

26. In this case also the petitioner has alleged forced and fake resignation but there is no evidence on record and no specific allegation made against particular person alleging forgery. The alleged act of misused the email ID of petitioner was not disclosed to the authority immediately nor there is evidence to show the misuse of email ID of petitioner. The dispute being raised after more than 12 months also caused suspicion qua the conduct of the petitioner and there are no pleadings and proof of any written communication with regard to misuse of email ID and a request not to accept the resignation made within the reasonable time. The plea of forced and fake resignation contradictory to each other. Ext. RW1/L shows that after getting his resignation the superiors of the petitioner have directed to relieve him even if there is no return email of acceptance of resignation the petitioner did not receive salary for September, 2018 did nothing to represent to the management to not to accept his resignation.

27. Learned AR for the petitioner has submitted that the respondents had not shown that what due process was followed by them while accepting resignation of petitioner. It would be pertinent to mention here that once resignation had been tendered by the employee it is no option for the employer not to accept the resignation when it was voluntarily given by the workman. The pleadings on behalf of petitioner did not show that he requested not to accept the resignation alleging it to be fake. Resignation sent through email of petitioner was forwarded to relevant authority has been produced on the case file. In these circumstances it is proved to satisfaction of this court that the petitioner had tendered his voluntarily resignation by way of email to his superiors which duly accepted it and hence it cannot be held that the services of the petitioner were

terminated without following due process of law. Considering the fact that petitioner had himself resigned from his service on 1.9.2018 no consequent relief can be granted in his favour. Accordingly issues no.1, 2 and 3 are decided in the favour of respondents and against the petitioner.

Issue No.4

28. The onus of proving this issue was on the respondents. The respondents have submitted that the petitioner was working in the capacity of managerial post. His salary was more than Rs.26000/- per month hence he does not fall within the definition of workman under the provisions of the Industrial Disputes Act, 1947 nor he is entitled to any relief under the Working Journalists and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955. In this regard it is important to peruse the cross-examination of RW1 Shri Shalendra Shivhare. He has admitted in his cross-examination that the petitioner was engaged on 11.2.2008. He has denied that petitioner was sole employee of his department. He denied that no other workers were working under petitioner at Dharamshala. However he is unable to state who are the persons being supervised by the petitioner. Though he has denied that petitioner has no authority to grant leave to any employee. However he has admitted that no such record is placed by respondent company. He has admitted that petitioner is having no authority to conduct domestic inquiry in case of any official of the company. He has however stated that he cannot say orally that any written order empowering the petitioner for the supervisory and managerial powers was ever issued by the company. He admits that no such orders has been placed on the record by the respondents. He has admitted that Working Journalist and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955 is applicable to the respondent company along-with the provisions of the Industrial Disputes Act, 1947. Though it is submitted by the respondents that the petitioner did not fall within the purview of workman under the Industrial Disputes Act, 1947 but no such documentary evidence could be produced to show that the petitioner was empowered with supervisory and managerial function of the respondent company. The petitioner was governed by the provisions of Working Journalist and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955 and thus his salary cannot be the sole criteria to deny him status of workman, hence this issue cannot be decided in the favour of the respondents.

RELIEF

29. In view of my findings on the issues no.1 to 4 above considering the evidence produced before this court the petitioner cannot be granted any relief as the petitioner had voluntarily resigned from service and he was not terminated without due process of law. It would be pertinent to mention here that this order shall be without prejudice to any right of the petitioner with regard to wages/salary due to him pertaining to his period of service with the respondents prior to his resignation. Parties are left to bear their costs.

30. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 9th day of September, 2025.

Sd/-
(PARVEEN CHAUHAN)
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.

BEFORE THE NATIONAL LOK ADALAT HELD AT DHARAMSHALA

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

Sh. Barinder Singh s/o Sh. Punjab Singh, r/o VPO Pratap Nagar, Amb, Tehsil Amb, District Una, H.P. ..*Applicant*.

The Principal, DAV Public Senior Secondary School, VPO Dehra, Tehsil Dehra, District Kangra, H.P. ..*Respondents.*

Number of proceedings of the Labour Court-cum-Industrial Tribunal, Dharamshala. : 15/2023

Present:—

Applicant : Sh. Manish Kumar, Ld. Adv. Vice.

Respondent(s) : Sh. M.G. Thakur, Ld. Adv.

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:—

The parties have entered in a compromise and the matter has been settled between the parties for a sum of Rs.1,25,000/- vide separate statement of petitioner recorded on 12.9.2025 wherein he has stated that he has settled the matter with the respondent and respondents agreed to pay Rs.1,25,000/- for full and final settlement of the dues and as he agreed and there shall be nothing due towards the respondents. The statement of Shri Vishwas Sharma, Principal, DAV Senior Secondary School Dehra Gopipur, District Kangra, H.P. has also recorded on 12.9.2025 wherein he has stated he was authorized by DAV CMC Delhi to compromise the matter with lump sum amount of Rs.1,25,000/- towards dues of the applicant/petitioner and he also admitted the statement of the applicant/petitioner. In view of statements of both the parties recorded on 12.9.2025, the claim petition/reference is disposed of accordingly. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Dr. Rashmi Ramaul)

Judicial Officer
(PARVEEN CHAUHAN)

Announced:
Date: 13.09.2025

BEFORE THE NATIONAL LOK ADALAT HELD AT DHARAMSHALA

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

Sh. Kewal Krishan s/o Sh. Ram Lok, r/o Ward No.05, Village Khanpur, Tehsil and District Una, H.P. ..*Applicant*.

The Managing Director, Ridhi Sidhi, Village Bathri, Tehsil Haroli, District Una, HP. ..*Respondents*.

Number of proceedings of the Labour Court-cum-Industrial Tribunal, Dharamshala. : 13/2024

Present:-

Applicant : Sh. Vijay Kaundal, Ld. Adv.

Respondent(s) : Sh. Gaurav Chaudhary, Ld. Adv.

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:—

The parties have entered in a compromise and the matter has been settled between the parties for a sum of Rs.153815/- will be deposited to applicant's account within seven days by the respondent *vide* separate statement of Shri Rajinder Kumar Arora, Managing Partner, M/s Ridhi Sidhi, Village Bathri, Tehsil Haroli, District Una, H.P. for the respondent recorded on 7.8.2025. The statement of applicant/petitioner has also recorded wherein he has stated that he read the said statement and as per said statement his case may be decided. According to settlement Rs.153815/- shall be deposited to the account of petitioner within seven days. In view of this, the application is disposed of and respondent is directed to deposit Rs.153815/- to the account of applicant/petitioner within 07 days. The Direct claim is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Dr. Rashmi Ramaul)

Judicial Officer
(PARVEEN CHAUHAN**)**

Announced:
Date: 13.09.2025

BEFORE THE NATIONAL LOK ADALAT HELD AT DHARAMSHALA

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

Sh. Abhishek s/o Shri Ram Lal, r/o Ward No.04, House No.39, Nagar Parishad, Mehatpur Basdehra, District Una, H.P. ..*Applicant.*

The Managing Director, Rama Kripa Agro Food Pvt. Ltd., Bela Bathri, Tehsil Haroli, District Una H.P. ..*Respondent.*

Number of proceedings of the Labour Court-cum-Industrial Tribunal, Dharamshala. : 14/2024

Present:-

Applicant : Sh. Vijay Kaundal, Ld. Adv.

Respondent(s) : Sh. Gaurav Chaudhary, Ld. Adv.

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:—

The parties have entered in a compromise and the matter has been settled between the parties for a sum of Rs.16800/- will be deposited to applicant's account within seven days by the respondent *vide* separate statement of Shri Rajinder Kumar Arora, Managing Director, M/s Ram Kripa Agro Foods Pvt. Ltd, Vill. Bela Bathri, Tehsil Haroli, District Una, H.P. for the respondent recorded on 7.8.2025. The statement of learned counsel for applicant has also recorded wherein he has stated that he withdraw the present Direct Claim filed on behalf of the petitioner with liberty to file fresh claim before the court. According to settlement Rs.16800/- shall be deposited to the account of petitioner within seven days. In view of this, the application is disposed of and respondent is directed to deposit Rs.16800/- to the account of applicant/petitioner within 07 days. The Direct claim is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Dr. Rashmi Ramaul)

Judicial Officer
(PARVEEN CHAUHAN)

Announced:
Date: 13.09.2025

BEFORE THE NATIONAL LOK ADALAT HELD AT DHARAMSHALA

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

Sh. Rakesh Kumar s/o Sh. Shri Nath, r/o Vill. Bhangla, District Ropar, Punjab. ..*Applicant.*

The Managing Director, Rama Kripa Agro Food Pvt. Ltd., Bela Bathri, Tehsil Haroli, District Una H.P. ..*Respondent.*

Number of proceedings of the Labour Court-cum-Industrial Tribunal, Dharamshala. : 15/2024

Present:-

Applicant : Sh. Vijay Kaundal, Ld. Adv.

Respondent(s) : Sh. Gaurav Chaudhary, Ld. Adv.

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:—

The parties have entered in a compromise and the matter has been settled between the parties for a sum of Rs.14339/- will be deposited to applicant's account within seven days by the respondent *vide* separate statement of Shri Rajinder Kumar Arora, Managing Director, M/s Ram Kripa Agro Foods Pvt. Ltd, Vill. Bela Bathri, Tehsil Haroli, District Una, H.P. for the respondent recorded on 7.8.2025. The statement of learned counsel for applicant has also recorded wherein he has stated that he withdraw the present Direct Claim filed on behalf of the petitioner with liberty to file fresh claim before the court. According to settlement Rs.14339/- shall be deposited in his account within seven days. In view of this, the application is disposed of and respondent is directed to deposit Rs.14339/- to the applicant's account within 07 days. The Direct claim is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Dr. Rashmi Ramaul)

Judicial Officer
(PARVEEN CHAUHAN)

Announced:
Date: 13.09.2025

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP)

Ref No. : 47/2024

Date of Institution : 03-10-2024

Date of Decision : 23-09-2025

Shri Tula Ram s/o Shri Kalu Ram, r/o VPO Sadhote, Tehsil Sarkaghat, District Mandi, H.P. ..*Petitioner.*

Versus

The Executive Engineer, HPPWD Division Dharampur, District Mandi, H.P. ..*Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Shri Munish Kumar, Ld. Adv.

For the Respondent : Shri B.C. Katoch, Ld. Dy. D.A.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner.

"I. Whether the dispute raised by the petitioner Shri Tula Ram s/o Shri Kalu Ram, r/o V.P.O. Sadhote, Tehsil Sarkaghat, District Mandi, H.P. *vide* demand notice dated 06.03.2010 regarding termination of his daily wages services *w.e.f.* 08.7.2005 suffers from long delay and laches? If yes, what are its consequences? If not, what kind of relief he is entitled to?"

II. Whether termination of daily wages services of Shri Tula Ram s/o Shri Kalu Ram, r/o V.P.O. Sadhote, Tehsil Sarkaghat, District Mandi, H.P. by the Executive Engineer, H.P.P.W.D. Division Dharampur, District Mandi, H.P. *w.e.f.* 08.07.2005, without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above workman is entitled to from the above employer under the Industrial Disputes Act, 1947".

2. The case of the petitioner as made out from the claim is that the services of petitioner were engaged by the respondent on muster rolls on daily wage basis *w.e.f.* 1.1.1999 and he had continuously worked upto 7.7.2005 without any break. On 8.7.2005 the services of petitioner were unlawfully retrenched by the respondent with three month notice pay under Section 25-N and paid retrenchment compensation as per Section 25-N of the Industrial Disputes Act, 1947. It is asserted that the petitioner had completed more than 240 days of work in each calendar year from the year 1999 to 8.7.2005 as well as he had completed 240 days of service in 12 calendar preceding months from the date of his illegal retrenchment. The petitioner had raised demand notice against his illegal retrenchment and the conciliation proceedings were held but dispute could not be settled amicably. On 7.4.2012 Labour Commissioner *vide* order dated 7.4.2012 has declined to refer the dispute of

petitioner for adjudication on the ground of delay. It is asserted that earlier petitioner filed direct claim petition before this court on 15.2.2011 along-with application under Section 2A of the Industrial Disputes Act. It is asserted that the application i.e. 68/2011 was dismissed on 29.8.2011 on the ground that the application was not moved within period of limitation. The petitioner has challenged the order dated 7.4.2012 before the Hon'ble H.P. High Court *vide* CWP No.1862/2017 on 8.7.2017 and the same was admitted and heard by the Hon'ble High Court and the State of Himachal through Labour Commissioner was directed to make fresh reference. It is alleged that after order/directions of the Hon'ble High Court for further proceedings as well as to make reference was not complied with by the Labour Commissioner. It is asserted that the petitioner had filed execution petition before the Hon'ble High Court *vide* Execution Petition No.303/2024 and the same was decided on 5.9.2024 and directed to comply with the directions of earlier judgment dated 28.6.2023 within six weeks. After compliance of the directions of the Hon'ble High Court the Labour Commissioner sent the case of petitioner to this court for adjudication vide notification/reference dated 18.9.2024. It is alleged that at the time of retrenching the services of petitioner the respondent had not followed the principle of 'last come first go' as so many junior person namely Subhash Chand s/o Bhagat Ram, Shasi Kant s/o Bihari Lal, Bidhi Chand s/o Nek Ram, Ranjeet Singh s/o Nek Ram, Dalip Singh s/o Hachhu Ram, Dharampal s/o Sarwan Ram etc. were retained in service violating the provisions of Section 25-G of the Industrial Disputes Act. It is further alleged that after retrenchment of petitioner many fresh hands were appointed by department namely Vijay Kumar s/o Ram Ditta had also worked with the petitioner and both were retrenched from the job together by the respondent and case of Vijay Kumar was adjudicated by this court *vide* Reference No.23/2013 and same was decided in his favour on account of violation of the provisions of Sections 25-G and 25-H of the Industrial Disputes Act, 1947. It is asserted that the petitioner was similar situated person and as such he also entitled for same relief as was granted in the favour of Vijay Kumar. It is alleged that one Smt. Mamta Devi w/o Late Shri Hans Raj who was junior to the petitioner was appointed by the respondent in the year 2000 and her services were also retrenched along-with the petitioner *w.e.f.* 8.7.2005 however her services were re-engaged by the respondent in the year 2007 and she is still working with the respondent department but petitioner was not given an opportunity of reemployment under Rule 78 of the Central Industrial Disputes Rules 1957 and the same was violated under Section 25-H of the Industrial Disputes Act. It is asserted that similar matter was decided by this court in case titled Bhagwan Dass vs. The Executive Engineer, HPPWD Division Dharampur *vide* ward dated 30.7.2024. It is further submitted that out of the 1087 workmen were retrenched and now more than 800 workmen had been reinstated by the respondent as well as paid Rs.50000/- compensation in compliance of the award of this court. It is alleged that the act of respondent to retrench the services of petitioner without complying with the mandatory provisions of the Industrial Disputes Act, 1947 was highly unjustified, illegal and against the principle of natural justice. Therefore the petitioner is entitled for reinstatement in service with seniority, continuity in service with full back wages because the petitioner is still unemployed from the date of his retrenchment and is not gainfully employed anywhere. It is prayed that the order of retrenchment dated 8.7.2005 may be set aside as illegal and respondent be directed to reinstate the service of the petitioner with full back wages, seniority, continuity in service with all consequential benefits.

3. In reply to the claim petition filed on behalf of the respondent preliminary objections qua lack of jurisdiction, limitation, estopple and delay and laches have been raised. On merits, it is admitted that the petitioner was engaged as daily wage beldar on muster rolls *w.e.f.* 1.1.1999 however it was crucial to note that the services of petitioner were retrenched on 7.7.2005 along-with 1087 other in accordance with the provisions of Industrial Disputes Act, 1947. It is asserted by the respondent department that the retrenchment of the petitioner was lawful and compensation was paid to him as per applicable rules and the petitioner is not entitled for relief of reinstatement. It is submitted that the respondent department admitted the retrenchment of the petitioner on 7.7.2005 and as such three months' notice pay was paid along-with retrenchment compensation under

Section 25-N of the Industrial Disputes Act however respondent department denied the unlawful retrenchment. It is admitted by the respondent department that the petitioner had completed more than 240 days of service in each calendar year from 1999 to 2005 as well as also completed 240 days of work in 12 calendar months preceding his retrenchment on 8th July, 2005. It is asserted that the retrenchment of the petitioner was made in accordance with the provisions of Section 25-N of the Industrial Disputes Act, 1947 as the petitioner accepted the compensation amount without raising any objection. It is alleged that the there was delay over five years while raising demand notice by the petitioner. It is alleged that the petitioner had belated attempt to challenge his retrenchment which is abuse of process of law. It is denied that petitioner is entitled for the relief as was given to the Vijay Kumar's case by this court and the same was not identical and therefore the relief granted to Vijay Kumar cannot be automatically applied to the petitioner. It is asserted that Smt. Mamta Devi was reinstated on compassionate ground. The respondent department had denied the allegations made in para no.12. It is admitted that 43 retrenched workmen were re-engaged in September, 2009 and the re-engagement was made on various factors including suitable for job requirements as well as solely on the principle of 'last come first go'.

It is further contended that the petitioner has approached the court after considerable delay and now he was not entitled for any relief. Other averments made in the claim petition are denied and it is prayed that the petition deserves to be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:-

1. Whether the termination of services of the petitioner by the respondent *w.e.f.* 08.7.2005, without complying with the provisions of the Industrial Disputes Act, 1947, is/was illegal and unjustified, as alleged? ..*OPP.*

2. If issue no.1 is proved in affirmative, to what amount of back wages, past service benefits, seniority and compensation the petitioner is entitled to from the respondent/employer? ..*OPP.*

3. Whether the claim petition is bad on account of delay and laches, as alleged. If so, its effect? ..*OPR.*
4. Relief.

6. The petitioner in order to prove his case has produced on record affidavit Ext. PW1/A wherein he has reiterated that facts stated in the claim petition. He has also produced on record copy of order dated 7.4.2012 Ext. PW1/B, copy of award dated 29.8.2011 ext. PW1/C, copy of order dated 28.6.2023 Ext. PW1/D, copy of order dated 5.9.2024 Ext. PW1/E, copy of Award dated 14.11.2013 Ext. PW1/F, copy of mandays Chart Ext. PW1/G, copy of year wise working days Ext. PW1/H, copy of seniority list of daily wages beldar Ext. PW1/J, copy of demand notice dated 27.1.2010 Ext. PW1/K, copy of award dated 30.7.2024 Ext. RW1/L, copy of joining report dated 2.12.2023 Ext. PW1/M, copy of letter dated 6.9.2024 Ext. PW1/N, copy of application under Section 2A Ext. PW1/O and copy of conciliation notice Ext. PW1/P.

7. I have heard learned Counsel for the petitioner as well as learned Deputy District Attorney for the respondent at length and considered the material on record.

8. For the reasons recorded hereinafter, my findings on the aforesaid issues are as under:-

Issue No.1 : Yes

Issue No.2 : Decided accordingly

Issue No.3 : No

Relief : Petition is partly allowed per operative portion of the Award

REASONS FOR FINDINGS.

ISSUE No.1

9. The petitioner has stated on oath that he was engaged by department *w.e.f.* 1.1.1999 and he continuously worked upto 7.7.2005 after having completed 240 days in each calendar year his services were illegally retrenched on 8.7.2005. Further it is the grievance raised by the petitioner in his affidavit that the persons junior to him were retained and were not retrenched. He has also submitted that after his retrenchment department had reinstated the workers but no opportunity of reinstatement was given in his favour. In his cross-examination he has admitted that retrenchment compensation i.e. Rs. 11055/- was paid to him. He volunteered that the amount was returned to the department. He admitted that in the claim petition he has not mentioned about the amount of Rs.11055/- which was given to him. He stated that the said amount was deposited with the respondent in the year 2007. He stated that he cannot produce any record to show that the money was returned to the department.

10. RW1 Er. Vivek Sharma was cross-examined at length by learned Counsel for the petitioner and during the course of his cross-examination he has admitted that petitioner worked continuously for 240 days. He stated that there are four Divisions under Dharampur Division. He admitted that when the petitioner was removed from work then the petitioner was posted at one of the Sub Division. He feigned ignorance that Smt. Mamta Devi w/o Sh. Hansraj was also posted as daily wage beldar in HPPWD Division Dharampur. He denied that petitioner had applied for work with the respondent. He expressed ignorance to suggestion that the persons mentioned in para no.9 of claim petition namely Vijay Kumar, Shashi Kant, Bihari Lal etc., they were junior and they are at work. He denied that the petitioner had worked in May, 2007 and November, 2008. He denied that the department had kept their favorite persons on work and the petitioner was disengaged from work. He has denied returning of compensation given to the petitioner. He denied that no notice was given to the petitioner at the time of his disengagement from work. The above evidence points towards the fact that compensation under Section 25-N was duly received by petitioner but there is no cogent evidence of return or re-deposition of same with respondent department. Further it was the contention of the petitioner that persons who are junior to him were retained by department, provided service benefits and subsequently regularized. RW1 Er. Vivek Sharma admits in his cross-examination that the mandays Ext. PW1/G is of department and belongs to one Shashi Kant. He also admits that as per this document date of joining of Shashi Kant is January, 2000. Pertinent to mention here that the service of petitioner was engaged even as per the version given by the respondent in their pleadings in the year 1999. RW1 Er. Vivek Sharma has further admitted that as per Ext. RW1/G Shashi Kant was not retrenched and he continued to work in the department. This fact clearly show that the persons junior to petitioner i.e. Shashi Kant was retained in service by the respondent in violation of the provisions of the Act. Contrary to the contention of the respondent all such appointments are not on compassionate ground only. In the light of above evidence it is clear that the respondent has not followed the principle of 'last come first go' by retaining the persons junior to the petitioner. Similarly even when the services of fresh hands were appointed by the

department but the opportunity of re-employment was not given to the petitioner. No notice in this regard issued by respondent has been produced on their behalf. It is hence proved from the evidence on case file that the respondent has not only carried out the termination of services of petitioner in illegal and unjustified manner but also did not follow mandatory provisions of the Industrial Disputes Act in subsequent employments and re-employments. Thus the termination of the services of the petitioner w.e.f. 8.7.2005 is illegal and unjustified and liable to be set aside. Issue no.1 is accordingly decided in the favour of petitioner.

Issue No. 2

11. Petitioner has also produced on record earlier orders of this court Ext. PW1/C and Ext. PW1/L *vide* which the workers retrenched along with him have been directed to be reinstated. Thus in the facts and circumstances in the present case also the retrenchment of the petitioner is liable to set aside and respondent is directed to reinstate the service of the petitioner forthwith along with seniority and continuity in service from the date of his illegal termination *i.e.* 8.7.2005. Respondent is also directed to pay lump sum compensation to the tune of Rs.50,000/- in lieu of back wages hence issue no.2 is also decided in the favour of petitioner.

Issue No. 3

12. The main contention raised by the respondent in the present case are that the petitioner was retrenched after payment of due compensation and his services were retrenched on 8.7.2005 and the present petition is not maintainable. It has been discussed while deciding issue no.1 above that while carrying on the retrenchment of the petitioner necessary notice under Section 25-F (c) of the Act was not issued to the appropriate authority which vitiated entire procedure of retrenchment.

Learned Deputy District Attorney for the respondent has vehemently argued that according to petitioner he was retrenched from the services in the year 2005 however he had not raised any dispute till the year 2010. In this regard it is pertinent to peruse the award of this court dated 30.7.2024 the said award in respect of worker who has been worked along with petitioner and reference was made. Pertinent to mention here that even though the petitioner who is a daily wage worker had slightly taken time for approaching the labour court and appropriate authority but since the year 2010 he was continuously pursuing the labour dispute and even approached the Hon'ble High Court for seeking an appropriate orders in her favour. The judgment of Hon'ble High Court *vide* which the similar matters have been admitted. In the light of above facts and circumstances even though industrial dispute was raised in the year 2010 the reference could only be made with the directions of Hon'ble High Court in the year 2023. It cannot be held that the dispute has failed to exists between the parties when the petitioner has raised dispute with labour office and appropriate authority. Hon'ble High Court in **Krishan Pal vs. State of Himachal Pradesh and Anr. 2023 Latest Caselaw 3439 HP** has clearly laid down the terms and conditions on the basis of which the claim of a workman can be judged to be barred by limitation delay and laches etc. Hon'ble High Court has subsequent observed in para no.8 as follows:—

> "8. Hon'ble Apex Court in case titled Prabhakar v. Joint Director Sericulture Department and Anr., AIR 2016 Supreme Court 2984, has held that dispute, if any, raised after an inordinate delay cannot be said to exist and there is no live dispute. In the aforesaid judgment, Hon'ble Apex Court has held that if dispute is raised after a long period, it has to be seen as to whether such a dispute still exists or not? In such case, law of limitation does not apply, rather it is to be shown by the workman that there is a dispute in praesenti. If the workman is able to give satisfactory explanation for the laches and delays and demonstrates that issue is still alive, delay would not come in his way because of the reason that law of limitation has no application. On the other hand, because of such delay, if dispute no longer

remains alive and is to be treated as dead, then it would be non-existent dispute which cannot be referred. Most importantly, in the aforesaid judgment, Hon'ble Apex Court has held that in those cases where court finds that dispute still existed, though raised belatedly, it is always for the Court to take the aspect of delay into consideration and mould the relief. In such cases, it is still open for the Court to either grant reinstatement without back wages or lesser back wages or grant compensation instead of reinstatement.Relevant para of the afore judgment reads as under:—

"40) On the basis of aforesaid discussion, we summarise the legal position as under:—

An industrial dispute has to be referred by the appropriate Government for adjudication and the workman cannot approach the Labour Court or Industrial Tribunal directly, except in those cases which are covered by Section 2A of the Act. Reference is made under Section 10 of the Act in those cases where the appropriate Government forms an opinion that 'any industrial dispute exists or is apprehended'. The words 'industrial dispute exists' are of paramount importance unless there is an existence of an industrial dispute (or the dispute is apprehended or it is apprehended such a dispute may arise in near future), no reference is to be made. Thus, existence or apprehension of an industrial dispute is a sine qua non for making the reference. No doubt, at the time of taking a decision whether a reference is to be made or not, the appropriate Government is not to go into the merits of the dispute. Making of reference is only an administrative function. At the same time, on the basis of material on record, satisfaction of the existence of the industrial dispute or the apprehension of an industrial dispute is necessary. Such existence/apprehension of industrial dispute, thus, becomes a condition precedent, though it will be only subjective satisfaction based on material on record. Since, we are not concerned with the satisfaction dealing with cases where there is apprehended industrial dispute, discussion that follows would confine to existence of an industrial dispute. Dispute or difference arises when one party make a demand and other party rejects the same. It is held by this Court in number of cases that before raising the industrial dispute making of demand is a necessary pre-condition. In such a scenario, if the services of a workman are terminated and he does not make the demand and/or raise the issue alleging wrongful termination immediately thereafter or within reasonable time and raises the same after considerable lapse of period, whether it can be said that industrial dispute still exist. Since there is no period of limitation, it gives right to the workman to raise the dispute even belatedly. However, if the dispute is raised after a long period, it has to be seen as to whether such a dispute still exists? Thus, notwithstanding the fact that law of limitation does not apply, it is to be shown by the workman that there is a dispute in praesenti. For this purpose, he has to demonstrate that even if considerable period has lapsed and there are laches and delays, such delay has not resulted into making the industrial dispute seized to exist. Therefore, if the workman is able to give satisfactory explanation for these laches and delays and demonstrate that the circumstances discloses that issue is still alive, delay would not come in his way because of the reason that law of limitation has no application. On the other hand, if because of such delay dispute no longer remains alive and is to be treated as "dead", then it would be non-existent dispute which cannot be referred.

Take, for example, a case where the workman issues notice after his termination, questioning the termination and demanding reinstatement. He is able to show that there were discussions from time to time and the parties were trying to sort out the matter amicably. Or he is able to show that there were assurances by the Management to the effect that he would be taken back in service and because of these reasons, he did not immediately raise the dispute by approaching the labour authorities seeking reference or did not invoke

the remedy under Section 2A of the Act. In such a scenario, it can be treated that the dispute was live and existing as the workman never abandoned his right. However, in this very example, even if the notice of demand was sent but it did not evoke any positive response or there was specific rejection by the Management of his demand contained in the notice and thereafter he sleeps over the matter for number of years, it can be treated that he accepted the factum of his termination and rejection thereof by the Management and acquiesced into the said rejection. Take another example. A workman approaches the Civil Court by filing a suit against his termination which was pending for number of years and was ultimately dismissed on the ground that Civil Court did not have jurisdiction to enforce the contract of personal service and does not grant any reinstatement. At that stage, when the suit is dismissed or he withdraws that suit and then involves the machinery under the Act, it can lead to the conclusion that dispute is still alive as the workman had not accepted the termination but was agitating the same; albeit in a wrong forum. In contrast, in those cases where there was no agitation by the workman against his termination and the dispute is raised belatedly and the delay or laches remain unexplained, it would be presumed that he had waived his right or acquiesced into the act of termination and, therefore, at the time when the dispute is raised it had become stale and was not an 'existing dispute'. In such circumstances, the appropriate Government can refuse to make reference. In the alternative, the Labour Court/Industrial Court can also hold that there is no "industrial dispute" within the meaning of Section 2(k) of the Act and, therefore, no relief can be granted."

13. In the circumstances of the present case also the contention of the petitioner that after his retrenchment, he time and again visited the office of the respondent and requested them to reinstate him was not specifically denied by the respondent though they denied existence of an industrial dispute between the parties. Thereafter since 2017 upto 2024 the petitioner was approaching the Hon'ble High Court with regard to his grievances. In these circumstances it cannot be held that the dispute between the petitioner and respondent cease to exist with the lapse of time. In the light of above circumstances it cannot be held that claim of the petitioner was suffered from delay and laches or was barred by limitation Accordingly issue no.3 is decided in favour of the petitioner.

RELIEF

14. In view of my discussion on the issues no. 1 to 3 the claim petition succeeds and is partly allowed. The respondent is directed to reinstate the services of the petitioner forthwith. He is also held entitled for seniority and continuity in service from the date of his illegal termination along with compensation to the tune of Rs.50,000/- along with interest @ 6% from date of illegal termination in year 2005 till realization. Parties are left to bear their costs.

15. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 23rd day of September, 2025.

Sd/-
(PARVEEN CHAUHAN)
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP)

Reference No. : 603/2016

Date of Institution : 07-8-2016

Date of Decision : 24-9-2025

Shri Deshraj Mohan s/o Shri Om Prakash, r/o Kamla Cottage, Ward No.6, Ram Nagar, P.O. & Tehsil Dharamshala, District Kangra, H.P. ..*Petitioner.*

Versus

The Employer/Management, Jagran Prakashan Limited, Village Banoi, P.O. Rajol, Tehsil Shahpur, Near Kangra Airport, Pathankot-Mandi Highway, District Kangra, H.P. ..*Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Ravinder Aggarwal, Ld. AR

For Respondent : Sh. N.L. Kaundal, Ld. AR

: Sh. Vijay Kaundal, Ld. Adv.

AWARD

The following industrial disputes have been received by this court for the purpose of adjudication from the appropriate authority/ Deputy Labour Commissioner.

> "Whether the action of the Management of Jagran Prakashan Limited, Village Banoi, P.O. Rajol, Tehsil Shahpur, Near Kangra Airport, Pathankot-Mandi Highway, District Kangra, H.P. to pressurize Shri Deshraj Mohan s/o Shri Om Prakash, r/o Kamla Cottage, Ward No.6, Ram Nagar, P.O. & Tehsil Dharamshala, District Kangra, H.P. to resign from services *w.e.f.* 01-08-2014 is legal and justified? If not, what amount of back wages, due arrears of the recommendations of the Majithia Wage Board, seniority, past service benefits and compensation the above worker is entitled to from the above employer/management?"

2. The brief facts of the claim are that the workman/petitioner was appointed as News Photographer/photo Journalist by the management of M/s Jagran Prakashan Limited on probation in the month of November, 2005. On 1st November, 2006, the services of petitioner were confirmed as photo journalist/News Photographer by the respondent management. The management/opposite party had promoted the workman in the month of April, 2014 as Senior Photo Journalist and he was allotted employee Code No.DM0129. It is asserted that during his nine years of regular and continuous service he did not give any chance of complaint to the management and four months back the petitioner was promoted by the management after consideration of his excellent service record. In accordance with the petitioner as per recommendations of Majithia Wage Board as well as directions of the Hon'ble Supreme Court *vide* judgment dated 7.2.2014, the demands of the petitioner were legitimate and valid with regard to payment of due arrears. But the General Manager of the respondent management threatened the workman to implicate his in false

criminal case to destroy his career if he does not sign on dotted lines given to him by the said officer and threatened him to post in an area where his life would be made difficult. It is alleged that the workman forced under duress to sign the dictated document contained false reasons therein. It is asserted that the workman was working as journalist and employed with management under supervision and control of editorial department and reporting to the city bureau incharge of the management at Dharamshala as well as administrative official of the workman at Shimla. It is alleged that the General Manager had no right to appoint/transfer or terminate the employee and obtaining forced resignation from the workman which was coercive act of the said official. It is alleged that the resignation dated 1.8.2014 was obtained by force was illegal, violative of the law and void ab initio and non-est in the eyes of law. It is alleged that management had employed a new hand at the post from which the workman was disengaged. The action of making the workman to sign on dotted lines forcefully made it as resignation *w.e.f.* 1.8.2014 only because the workman was demanding due wages under the law as per Majithia Wage Board recommendations and appointed a new person on this post without paying him due arrears and wages clearly prohibited under the statute, under Section 16A of the Working Journalist and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955 as well as Section 25 of the Industrial Disputes Act, 1947. It is alleged that the management had failed to implement the recommendations of Majthia Wage Board as directed by the Hon'ble Supreme Court which resulted in contempt petitions by the employees against the managements. It is asserted that the respondent had not paid interim relief, arrears and provident fund of the petitioner as per recommendations of the Majithia Wage Board which was accepted by the Government of India and notified vide S.O. No.-2532(E) dated 11th November, 2011 in gazette of India. It is alleged that the management had not only adopted coercive measures to dismiss/terminate employees illegally but also played fraud on employees by fabricating documents to show them in different categories of newspaper establishments just to avoid their actual liability to pay due wages to the workers by way of preparing fake documents about their circulation/revenues. It is submitted that as per Section 2(d) of the Governing Act the management/respondent is a Newspaper Establishment under the control of a person or a body of persons incorporated and registered under the Companies Act with regard to production and publication of newspaper named Hindi Daily Dainik Jagran and some other newspapers and the name of the company is Jagran Prakashan Limited. It is submitted that as per recommendations of the Majithia Wage Board the Jagran Prakashan Limited is Class II category newspaper establishment having average gross reenue of 2007-08 (Rs. 771.15 crore), 2008-09 (Rs.846.14 crore) and 2009-10 (Rs.976.11 crore) *i.e.* more than Rs.500 crore and above but less than Rs.1000 crore from 11.11.2011 to 31.3.2012. The action of the respondent management obtaining resignation by force to terminate the services of the workman/claimant was not only bad in law but also contrary to the prohibition imposed by statute to resort to such coercion to deny the demand for entitled the wages and service conditions as recommended by wage board duly accepted by the Government as well as approved by the Hon'ble Supreme Court. In view of the above submissions the workman/claimant prayed that resignation letter of petitioner may be quashed and set aside as obtained by coercive measure and management be directed to reinstate the workman in service from the date he was ousted from the service illegally with full back wages along-with other consequential benefits. It is asserted that claim of arrears due from 11.11.2011 to 31.7.2014 *i.e.* Rs.26,50,071/- as well as claim of arrears of Rs.33,87,013/- is also due *w.e.f.* 1.8.2014 to 30.11.2017. It is further prayed for determination of amount in terms of Section 17(2) of the Working Journalist and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955 payable to the claimant.

3. In reply file on behalf of the respondent to the claim preliminary objection qua maintainability, cause of action have been raised. It is asserted that the claimant had given resignation voluntarily on 1.8.2014 and he had received full and final amount on 29.8.2014 and he also received gratuity on 10.11.2014. On merits, it is admitted that the claimant/applicant was appointed in the establishment on the post of Photographer *w.e.f.* 1.11.2005 on probation and his

services were confirmed on 1.11.2006. Respondents deny the fact that the claimant/applicant had not given chance of complaint to the management as the correct fact is that during his employment he had committed misconduct, mistakes and provided wrong and old photograph several times which were not related to the news. On 15.7.2007 the services of claimant/applicant was suspended for providing old file photo which was not related to concerned news and the same nature of mistakes were done by him (claimant/applicant) many times and he was found guilty of irresponsibility, negligence. In this regard claimant/applicant served apology dated 17.7.2008 to management. It is alleged that he had committed grave nature of mistakes and management had given him lot of chances to improve his working. It is denied that the management had threatened petitioner in any way or at any point of time for the demands made by the claimant/applicant regarding Majithia Wage Board implementations. It is denied that General Manager of the management ever threatened concerned workman for implicating him in false criminal charges and for posting at difficult places. It is denied that the claimant/applicant was forced to put any signatures under duress in any manner. It is denied that the general manager of respondent had forcibly taken resignation. It is asserted that claimant/applicant had given his resignation voluntarily on 1.8.2014 and received full and final amount on 29.8.2014 as well as gratuity on 10.11.2014. It is asserted that the claimant/applicant had already received all his dues by way of full and final settlement on 29.8.2014 and now there is nothing due towards concerned claimant/applicant by the management/establishment. The respondent was paid the interim relief as per option 20(J) as chosen by him. It is asserted that claimant/applicant had given complaint on 5.5.2015 for non payment of wages as per Majithia Wage Board recommendations and for forcible resignation and also prayed for reinstatement and payment of wages and arrear as per Majithia Wage Board recommendations. This was simple complaint of claimant/applicant to Labour Inspector marked copy of Labour Commissioner HP and Labour Officer Dharamshala. The Labour Officer had forwarded this compliant to Labour Inspector Dharamshala by forwarding letter dated 6.5.2015 for further action and the Labour Inspector Dharamshala had treated this complaint as demand notice and conciliation proceedings were started. Thereafter the appropriate authority had sent the reference to this court for adjudication. It is alleged that the present reference is illegal, void ab-initio and not legally maintainable. It is alleged that amount cannot be determined under Section 17(2) of the Working Journalists and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955 because there was no application in this regard on the record. In the light of above circumstances the averments made by the petitioner are alleged to be absolutely false, frivolous and baseless and not reliable. Other averments made in the petition are denied and it is prayed that petition deserves to be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the action of the Management of Jagran Prakashan Limited, Village Banoi, P.O. Rajol, Tehsil Shahpur, Near Kangra Airport, Pathankot-Mandi Highway, District Kangra, H.P. to pressurize the petitioner to resign from services w.e.f. 01-08-2014 is/was legal and justified as alleged? ..*OPP.*

2. If issue no.1 is proved in affirmative, to what service benefits the petitioner is entitled to? ..*OPP.*

3. Whether the claim petition is not maintainable in the present form as alleged? ..*OPR.*

4. Whether the claimant has no cause of action against the respondent as alleged? ..*OPR.*

5. Whether the Deputy Labour Commissioner, HP was not competent to refer the dispute before this Court as alleged? ..*OPR.*

6. Whether the claimant has given his resignation voluntarily on 01-08-2014 and received full and final amount on 29-8-2014 besides received gratuity on 10-11-2014 as alleged. If so its effect? ..*OPR.*

7. Relief.

6. The petitioner in order to prove his case examined PW1 Shri Amit Kumar Chaudhary, Labour Inspector, Chamba has stated on oath that Ext.PW1/A is copy of demand notice, report dated 16.10.2015 Ext. PW1/B, copy of letter dated 6.5.2015 Ext. PW1/C, copy of conciliation meeting dated 14.5.2015 Ext. PW1/D, copy of conciliation proceeding dated 25.5.2015 Ext. PW1/E, copy of conciliation proceedings dated 22.6.2015 Ext. PW1/F, copy of conciliation proceeding dated 16.7.2015 Ext. PW1/G. He stated that proceedings of Ext.PW1/E to Ext. PW1/G were written by him wherein petitioner had signed in red circle. He stated that he did conciliation proceedings as per provisions of the Working Journalist and other newspaper employees. He stated that in this reference did not made any objection with regard to maintainability by the Deputy Labour Commissioner. Petitioner has also examined PW2 Shri Randeep Singh, Assistant General Manager, M/s Jagran Prakashan Ltd. who has admitted the signatures and handwriting of Mr. Rahul Mittal, General Manager of Jagran Prakashan Ltd. as Ext. PW2/A in the resignation dated 1.8.2014 which is marked as Mark-A. Petitioner examined himself as PW3 and produced his affidavit Ext. PW3/A wherein he has reiterated the facts stated in the claim petition. He has also produced on record copy of appointment letter dated 1.11.2005 Ext. PW3/B, copy of appointment letter dated 1.11.2006 Ext. PW3/C, copy of affidavit dated 22.1.2016 Mark-B, copy of notification dated 24.10.2008 Ext. PW3/D, copy of MWB notification dated 11.11.2011 Ext. PW3/E, copy of salary slips dated 1.2.2008 to December, 2010 Ext. PW3/F1, copy of salary slips of January, 2011, April, 2011, December, 2011, March, 2012, April, 2012, December, 2012, January, 2013, April, 2013, December, 2013, March, 2014, April, 2014, July, 2014 Ext. PW3/F2, copy of detail of arrears Mark-C, copy of order of Hon'ble Supreme Court Mark-D, copy of RTI information dated 14.9.2016 Ext. PW3/G, copy of reply filed by the Labour Commissioner along-with affidavit dated 20.9.2016 before the Hon'ble Supreme Court Ext. PW2/H, copy of Industrial Employment Standing Orders HP Rules 1973 amended rules 1991 Ext. PW3/I, copy of information under RTI Act, 2005 dated 23.8.2018 Ext. PW3/J, copy of notification dated 15.2.2014 Ext. PW3/K, copy of balance sheet received from MCA 2007-08 Ext. PW3/L1, copy of balance sheet for the financial year 2008-09 Ext. PW3/L2, copy of balance sheet for the financial year 2009-10 Ext. PW3/L3, copy of balance sheet for the financial year 2010-11 Ext. PW3/L4, copy of balance sheet for the financial year 2011-12 Ext. PW3/L5, copy of balance sheet for the financial year 2012-13 Ext. PW3/L6, news letter dted 26.5.2018 Dainik Jagran Dharamshala edition and Jalandhar edition Mark-E and Mark-F, copy of Ration Card of the petitioner Ext. PW3/M and copy of Aadhar Card of the petitioner Ext. PW3/N.

7. The respondents in order to establish the case has examined RW1 Shri Shyam Gupta presently working as Dealing Assistant, Employees Provident Fund Organization, Regional Office, Noida. He has produced on record copy of form 9 register Mark-A. Mark-A shows the particulars of petitioner with regard to engagement and disengagement date of petitioner, copy of contribution/member pass book Mark-B, copy of claim status report Mark-C which shows EPF amount of Rs.337776/-. He stated that the Mark-D is family pension fund of Rs.56698/-, copy of member ID Mark-E which shows the particulars of petitioner. Copy of payment enquiry detail

Mark-F in which payment of Rs.337776/- vide Cheque dated 19.2.2015 was disbursed to the petitioner through PNB which shows in red circle, Copy of family pension funds payment of Rs.56698/- Mark-G, copy of Form 19 Mark-H is showing EPF detail, copy of family pension form Mark-J and both are related to the petitioner. Respondents have also examined RW2 Shri Anurag Sharma, Labour Officer, Kangra at Dharamshala who has stated that in accordance with Section 17(1) the labour officer has to exercise the powers vide notification dated 18.10.2016 which is Mark-K. He further stated that as per record the application which annexed with original record copy of which is Ext. RW2/A which was given by the petitioner and he has done the proceedings of the same, copy of original record Ext. RW2/B, Mark-L is photocopy of application/complaint wherein petitioner figured at serial no.16 and page no.4 is showing appointment of petitioner. RW3 Shri Amit Chaudhary, Labour Inspector, Dharamshala examined by the respondents who has stated that in the year 2015 he had received a complaint Ext. PW1/A which was given by the petitioner and this complaint was regarding termination of the services of the petitioner as well payment of salary or arrears in accordance with the MWB and the same was not given as per Sections 2(A) and 2(K) of the Industrial Disputes Act, 1947 as well as provisions of 17 of Working Journalists Act and copy of the proceedings is Ext.PW1/E to G. Report under Section 12(4) of the I.D. Act was prepared. As per Section 17(1) of WJA no powers were given to him to make reference. RW4 Shri R.P.Rana, Deputy Labour Commissioner, H.P. has stated on oath that he is summoned witness and he produced on record copy of notification dated 18.10.2016 Ext. RW4/A wherein Labour Officers had given powers as per provisions of Section 17(1) of jurisdiction of Working Journalist Act, 1955 regarding to issue recovery certificate. He stated that as per notification dated 18.10.2016 there was powers delegated to Labour Officer, Dharmashala to make reference as per provisions of Section 17(2). Reply dated 20.9.2016 is related with the office of Labour Commissioner which is Ext. RW4/H. In Ext. PW3/H dated 5.5.2015 the name of petitioner is shown in red circle at page no.24 serial no.01 with regard to demand notice of termination. He stated that demand notice dated 5.5.2015 is annexed in their file as Ext. PW1/A wherein the signature of petitioner are in red circle. He also produced on record Ext. PW1/B regarding report under Section 12(4) sent by the Labour Inspector, Dharamshala to Labour Commissioner. He has stated that option under Section 20 (J) of Majithia Wage Board was produced on 20.9.2016 by the Labour Commissioner, H.P. before the Hon'ble Supreme Court. He stated that according to actual record Ext. RW4/B from serial no.1 to 105 the name of petitioner is shown at serial no.03 in which his signature on 22.11.2011. Respondents have examined RW5 Shri Randip Singh, Assistant General Manager, Jagran Prakashan Limited by way of affidavit Ext. RW5/A. He has also produced on record copy of Model Standing Order MarkX2, copy of balance sheet, Unit Dharamshala as on 31.3.2009 and 31.3.2010 Mark-X3. RW6 Shri Mahesh Chandra Mishra, Dy. Manager/HR Administration has stated on oath that the petitioner had worked as Photographer or Sr. Photographer from the year 2006 till 31.7.2014 with the respondent. He stated that the petitioner has resigned on 1.8.2014 and added that he (petitioner) willingly resigned. He stated that after one month full and final settlement was calculated by him. He stated that the petitioner had not written any application to his office or office of the General Manager regarding to withdrawal his resignation. He stated that the after settlement with the respondent he did work with Amar Ujala, Nagrota Bagwan as Ext. RW6/A. He stated that the petitioner had withdrawn the related case with Amar Ujala.

8. I have heard the learned Counsel/ARs for both the parties at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1 : No

Issue No.2 : No

Issue No.3 : Yes

Issue No.4 : Yes

Issue No.5 : Redundant

Issue No.6 : Yes

Relief. : Claim petition is dismissed per operative portion of the Award.

REASONS FOR FINDINGS

ISSUE No. 1, 2 and 6

10. All the above issues shall be taken up together for the purpose of determination and adjudication.

11. A reference pointing towards the allegations of resignation on behalf of petitioner being outcome of force and coercion was received by this court from appropriate authority. In addition to this it was also referred to determine the legality of said resignation. In the event of such determination the consequential benefits of which the petitioner is entitled to in terms of MWB recommendations are also to be determined.

12. Coming to the first aspect of the reference the petitioner has alleged that the legitimate and valid demand of petitioner qua payment of arrears/wages due as per the recommendations of MWB in terms of directions of the Hon'ble Supreme Court vide judgment dated 7.2.2014 drew the wrath of management respondent. The general Manager Shri Rahul Mittal has threatened the petitioner to implicate him in false criminal case, to destroy his career if he did not sign on dotted lines given to him by the said officer and further threatened him to post in an area where his life would be made difficult. The respondent by way of their reply and evidence have denied these allegations and they have asserted that the petitioner had given his resignation voluntarily on 1.8.2014. They also alleged that petitioner having received full and final settlement on 29.8.2014 now the resignation cannot be challenged alleging the same to be involuntary.

13. According to petitioner the reason for his alleged forced resignation was his demand for the payment of MWB wages/arrears. Ext. RW4/A is the option given by petitioner under Section 20 (J) of Working Journalists and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955 in 2011 which bears his signatures. The petitioner has however given the demand notice before Labour Inspector Shri Amit Chaudahry on 5.5.2015 Ext. PW1/A and resignation Ext. PW2/A is dated 1.8.2014. The complaint Ext. PW1/A was regarding non implementation of MWB wages/ arrears as well as forced resignation. There is another document Ext. PW3/H which is reply filed by the then Labour Commissioner of H.P. dated 20.4.2016 in the contempt petition before the Hon'ble Supreme Court where the name of the petitioner find mentioned at serial no.24. This page no.24 of Ext. PW3/H also mentions a dispute between the petitioner and respondent however the same is pursuant to demand notice which was on 5.5.2015. In addition to the above documents there is no proof of the averment made by petitioner that the resignation was caused as a result of his demand regarding wages and arrears as per MWB recommendations. Petitioner has not produced on record any oral or documentary evidence to show

that he had demanded the revised scales/wages prior to the alleged resignation so as to indicate that he earned the annoyance of the respondent/management by such demand.

14. Petitioner has alleged in his affidavit that general manager Shri Rahul Mittal threatened the petitioner to implicate him in false criminal case and to post him in a difficult area. This letter Ext. PW2/A was written and signed by him as per dictation of General Manager under duress and was not voluntarily executed by him. According to him he had no reason to tender resignation specially when he had recently been granted promotion in the same year in the month of April. The fact that resignation was immediately accepted without following the statutory provisions and rules also points towards the resignation being involuntary. The petitioner has further alleged that the act and conduct of the respondent in procuring his involuntarily resignation was clearly due to his demand for due wages and arrears as per Majithia Wage Board recommendations.

15. In cross-examination the petitioner has however admitted that Ext.PW2/A bears his signature and is in his handwriting. He asserts that Genegal Manager Sh. Rahul Mittal called him to office and forced him to write the resignation . The words were dictated by general manager and do not confirm to a definition of resignation. He however admits that he had not made a complaint to police qua such forcibly dictated resignation or to any other higher authorities. Strangely, the petitioner being a newspaper employee and admittedly having worked in labour officer for some time has mentioned that he did not have knowledge of reporting such incident. He admits that resignation is dated 1.8.2014 and demand notice is dated 5.5.2015. He has also mentioned that he gave an application to the general manager to withdraw such forced resignation which was not received by the General Manager. He has not been able to produce copy of any such resignation withdrawal letter and also admits that such letter was not sent through RAD. Thus there is no proof of existence of such letter which was allegedly issued by petitioner in order to withdraw his resignation. The petitioner admits his signatures on full and final settlement Ext. R1 dated 29.8.2014 and cheque Ext. R2 dated 18.10.2014. Petitioner has alleged that his signatures on Ext R1 were obtained forcibly but he admits that he did not report such conduct of respondent before any authority even while receiving the full and final settlement.

16. The above evidence does not indicate that petitioner was forced to resign on 1.8.2014 and forced to accept the final settlement on 29.8.2014. The petitioner has not denied his signatures on Ext. R2 thus he received amount due to him till 18.10.2014. The petitioner had not made until 5.5.2015 complaint regarding the conduct of the general manager to higher authorities or to the appropriate government authorities or to the police. Petitioner has asserted that he had gone to Noida Office of the management but again there is no other oral or documentary evidence to support such contention of the petitioner.

17. The resignation Ext.PW2/A does not mention the reason behind the resignation. This appears to be strange and a reasonable contention have been raised on behalf of the petitioner that there is suspicion with regard to wording of the resignation and absence of reason in the resignation letter. It would be important to observe here that suspicion howsoever strong it cannot take the place of proof and absence of reason in the resignation is by itself not sufficient to infer it was result of coercion. Petitioner has alleged that resignation was accepted on the same day by the general manager and such acceptance was in violation of Standing Orders applicable to the respondent company. The standing orders Ext. PW3/I and Ext. PW3/C have been produced on record. It is pertinent to mention here that this was not a case of the termination or retrenchment of workman but a case of resignation. Employer is not left with much option in case of resignation made by employee. RW6 Shri Mahesh Chandra Mishra, Management HR has stated that the general manager had the authority to accept the resignation and the same was forwarded to him by the general manager. RW5 Shri Randeep Singh, Assistant General Manager has also stated that on

retirement of one Nishikant Thakur, Chief General Manager in 2013 the power of appointing authority was given to GM/Unit Head and after 2015 it was again retained by CGM. He admitted that the resignation of petitioner was accepted by Rahul Mittal and denied that he was not empowered to accept the same without consent of editorial incharge. These statements point towards the fact that general manager accepted the resignation of petitioner was an appropriate authority to deal with the resignation at the relevant time. RW5 Shri Randeep Singh and RW6 Sh. Mahesh Chandra Mishra has denied that while accepting Ext. PW2/A the procedure as mentioned in Ext. PW3/B and Ext. PW3/C were not followed. Petitioner has not specifically and clearly pleaded the exact violation referred to in terms of Standing Orders applicable to the respondent company. As already mentioned above this was not the case of voluntarily retirement or termination of the workman but case of resignation. The Hon'ble Supreme Court in **GYANENDRA SAHAY vs. M/s TATA IRON & STEEL CO. LTD., AIR 2006 SC 2795** has held in paras no.14 and 15 as follows:—

"*14) We have also perused the Memo of Appeal and other representation made by the appellant. The appellant has made a vague allegation that he was forced to take retirement. Neither he has made it specific nor had given the name of any officer who compelled him to write the letter dt.1st April, 1995 or exercised undue and excessive pressure to sign the letter of premature/voluntary retirement. Though the Labour Court has come to the conclusion that the appellant was compelled to submit the letter of resignation, the same is not supported by any acceptable evidence. It is settled law that suspicion and doubt cannot take the place of evidence. No finding of fact can be given on mere doubt and suspicion or on the basis of baseless allegations. The appellant having written letter of voluntary retirement and after having accepted the retiral benefits without any protest cannot now turn round and say that he was compelled to submit his premature/voluntary retirement. The appeal has absolutely no merits and we, therefore, have no hesitation to dismiss the same and to affirm the order passed by the learned Judges of the Division Bench of the High Court. No order as to costs.*

15) It is submitted by Mr.Raju Ramachandran, learned senior counsel for the respondent that all the retiral benefits including ex-gratia has been paid and settled to the appellant. On the other hand, the appellant-in- person states that all the retiral benefits as per the Terms of Accptance have not been paid fully to him. If there is any amount due, the appellant is at liberty to approach the respondent-management by making a representation claiming the said amount. If such a claim is made, the management is directed to consider the same and pass appropriate orders in accordance with law".

18. In the background of allegations of pressurizing the petitioner to give alleged forced resignation, proved facts suggest that the matter remained unreported even when petitioner was forced to write document. There is no record of subsequent effort to withdraw the resignation and objection to accept full and final settlement. In-fact the petitioner had made demand notice after gap of 10 months. This notice did not prove that the resignation Ext. PW2/A was under duress, dictated and result of threatening given by any officials of the respondent. It is pertinent to mention here that petitioner has cited GM Rahul Mittal and Navneet Sharma, editor as the witness in this case however later he has refused to examine them. The above evidence produced before this court clearly shows that the resignation of petitioner was not result of pressurizing tactics on the part of the respondent and it was voluntarily act of the petitioner. In these circumstances the petitioner is not entitled to any benefits as claimed consequent to allegation of resignation. The issues no.1, 2 and 6 are accordingly decided in the favour of the respondent and against the petitioner.

Issues No.3 and 4

19. The maintainability of the claim was primarily challenged on the ground that resignation was in voluntary, unlawful and having procured by the respondent. The petitioner by way of evidence has not been able to prove that he acted under duress and coercion. If such was the case he had not timely agitated the forced resignation hence it was inferred to be voluntary in nature. In these circumstances the petitioner had no cause of action to file the present claim and the claim is not maintainable. Issues no.3 and 4 are accordingly decided against the petitioner and in favour of the respondent.

Issue No. 5

20. The petitioner had claimed to determine the amount in terms of Section 17 Clause 2 of Working Journalists and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955. The reference was in respect of back wages, due arrears as per recommendations of MWB, seniority, past service benefits and compensation if in any case the resignation was proved to be illegal. The findings to the contrary are deduced from the evidence on record. This was not reference under Section 17 Clause 2 of the Working Journalists and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955 hence this issue shall remained redundant.

RELIEF

21. In view of my findings on the issues no.1 to 6 above considering the evidence produced before this court by the petitioner cannot be granted any relief as the petitioner had voluntarily resigned from service and the claim of the petitioner is dismissed. It would be pertinent to mention here that this order shall not cover any right of the petitioner with regard to his wages, salary due pertaining to his period of service with the respondents prior to his resignation. Parties are left to bear their costs.

22. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 24th day of September, 2025.

Sd/-
(PARVEEN CHAUHAN)
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE,LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP)

Reference No. : 03/2023

Date of Institution : 21-2-2023

Date of Decision : 24-9-2025

Shri Joginder s/o Shri Atma Ram, r/o Village Naddi, P.O. Dal Lake, Tehsil Dharamshala, District Kangra, H.P. ..*Petitioner.*

Versus

1. The Director, Tibetan Children Village School, Dharamshala Cantt., Dal Lake, Tehsil Dharamshala, District Kangra, H.P.

2. The Principal, Tibetan Children Village School, Dharmashala Cantt., Dal Lake, Tehsil Dharamshala, District Kangra, H.P. ..*Respondents.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. N.L.Kaundal, Ld. AR

: Sh. Vijay Kaundal, Ld. Adv.

For the Respondent(s): Sh. M.K. Dhiman, Ld. Adv.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner:—

> "Whether the termination of services of Shri Joginder s/o Shri Atma Ram, r/o Village Naddi, P.O. Dal Lake, Tehsil Dharamshala, District Kangra, H.P. by (i) the Director, Tibetan Children Village School, Dharamshala Cantt., Dal Lake, Tehsil Dharamshala, District Kangra, H.P. (ii) the Principal, Tibetan Children Village School, Dharamshala Cantt., Dal Lake, Tehsil Dharamshala, District Kangra, H.P. w.e.f. July 2019 without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, compensation and past service benefits the above worker is entitled to from the above employer?"

2. The brief facts as stated in the claim petition are that the services of the petitioner namely Joginder s/o Shri Atma Ram was initially appointed as Class-IV Forest Guard in the Principal, Tibetan Children School Dharamshala Cantt. Dal Lake, Tehsil Dharamshala, District Kangra in September, 2003 and he (petitioner) continuously worked in the said capacity upto July, 2019 without any break as well as the petitioner had completed more than 240 days of work in each and every calendar year and in the last 12 calendar proceeding months. It is asserted that the petitioner was duly covered within the meaning of Section 25-B of the Industrial Disputes Act, 1947. It is asserted that the some of the employee of the institution namely Joginder, Sajan, Sumesh Kumar and Anita Devi had raised joint demand notice under Section 2-K of the Industrial Disputes Act, 1947 against the respondent/management wherein various demands were raised by the above said workmen by way of demand notice dated 5.7.2019 and the same was forwarded to the Labour-cum-Conciliation Officer, Dharamshala for necessary action. It is asserted that the Labour-cum-Conciliation Officer had registered the demand notice of workmen and started conciliation proceeding from time to time but during conciliation proceeding the management had not filed reply to the demand notice of the workmen. The petitioner was not allowed to resume their duties

as per verbal directions of the principal of the institution. It is alleged that the services of Sh. Sajan, Mr. Sumesh and Anita Devi were allowed by principal/management of the institution however services of the petitioner along-with Joginder was not allowed by the respondents. It is asserted that after termination of the services of the petitioner he raised industrial dispute under Section 2-A of the Industrial Disputes Act, 1947 against the unlawful termination in the month of July/August, 2019 vide demand notice dated 23.10.2020 and thereafter conciliation proceedings were initiated but of no avail. It is submitted that the work and conduct of the petitioner was fully satisfactory upto the mark and petitioner had never given any chance to his superior as well as principal of institution for any misconduct. It is asserted before that termination of the services of the petitioner he was never served any charge sheet against his misconduct nor the inquiry was conducted against him under service bye laws of the institution as well as Model Standing Order Act, 1946 which is applicable to the management of institution. It is alleged that at the time of termination of the services of petitioner no one month pay in lieu of notice and retrenchment compensation was paid to him which was mandatorily required under Section 25-F(a) and (b) of the Industrial Disputes Act, 1947 hence the termination of the services of petitioner was null and void ab-initio. It is alleged that the management had not only violated Section 25-F but also violative of the principle of natural justice. It is alleged that at the time of termination of the petitioner person junior to him namely Anita Devi was retained in service and the same is violative of the provisions of Section 25-G of the Industrial Disputes Act, 1947. It is submitted that during pendency of demand notice dated 5.7.2019 the services of petitioner were deliberately terminated due to general demand notice raised against the management and the same was violated Section 33(2)(b) of the Industrial Disputes Act. It is alleged that the act of the respondent/management to terminate the services of petitioner during the pendency of demand notice dated 5.7.2019 w.e.f. July/August, 2019 was highly unjustified, arbitrary and against the mandatory provisions of the Industrial Disputes Act and the petitioner is still unemployed and not gainfully employed anywhere from the date of his termination. It is asserted that at the time of his termination he was getting Rs.10,000/- per month. In view of above submissions it is prayed that the present claim petition may be allowed and termination dated July/August, 2019 may be set aside and respondent be directed to reinstate the services of petitioner with full back wages, seniority, continuity in service along-with all other consequential service benefits. It is further prayed that respondents be directed to pay litigation costs of Rs.5000/- in the favour of petitioner.

3. In reply to the claim petition on behalf of respondents preliminary objections qua maintainability, estopple, claim of petitioner being barred by limitation, cause of action, locus standi and jurisdiction have been raised. It is submitted that there was no record regarding appointment of petitioner in the institution (TCV) in the year 2003. It is asserted that the petitioner was casually employed as daily wage worker only on temporary basis. The petitioner was not on the employment roll of the TCV school and was engaged temporarily at the time of necessity. TCV school is purely a charitable and self help institution and is house for thousands of destitute children which provide free resident, clothing, food and books besides education to them upto 12th standard. It is asserted that the some Indian local students also studied in the school and they were also provided free education, books, uniform and food. It is reiterated that the act and conduct of the petitioner was observed many time to create rift between Indo-Tibetan friendship and disrupt harmonious relationship being shared by the Hindus, Buddhists, Muslims and Sikhs by involving religion for his own selfish gain and the same fact was reflected in para no.2 of the demand notice dated 5.7.2019 which was replied by the respondents. It is alleged that the demand notice dated 23.10.2020 was false, baseless and incorrect. It is asserted that the petitioner had not come to school after July 2019 despite the fact that he was offered job on contract basis as per the rules but declined the same. It is asserted that the petitioner was never appointed in TCV school and he was engaged on daily wages purely on temporary basis. There was no violation of Model Standing Order Act, 1946 as well as provisions of Section 25-F(a) and (h) of the Industrial Disputes Act, 1947 and principles of natural justice. It is asserted that the petitioner himself refused the offer of

contractual employment given by the school as per rules. There was no violation of Sections 25-G and 33 (2b) of the Industrial Disputes Act. The institution TCV school is completely a charitable institution which has no income of its own and the same is run with the donations and charity. It is asserted that on account of Covid-19 pandemic the institution suffered huge financial crisis and it was difficult to run the same. Other averments made in the petition have been denied and it is prayed that the petition deserves to be dismissed.

4. In rejoinder to the reply filed on behalf of respondent no.1 preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the respondents have terminated the services of the petitioner w.e.f. July, 2019 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged? ..*OPP.*

2. If issue No.1 is proved in affirmative, whether the petitioner is entitled to back wages, seniority, compensation and past service benefits as claimed? ..*OPP.*

3. Whether the petition is not maintainable, as alleged? ..*OPR.*

4. Whether the petitioner is estopped by his act and conduct to file the claim, as alleged? ..*OPR.*

5. Whether the petitioner has no locus standi to file the present claim? ..*OPR.*

6. Whether this court has no jurisdiction to try and decide the present claim? ..*OPR.*

7. Relief.

6. In order to prove his case the petitioner has produced on record his affidavit Ext. PW1/A wherein he reiterated the facts stated in the claim petition. He has also produced on record copy of demand notice Ext. PW1/B and Ext. PW1/C.

7. Respondents have examined RW1 Shri Tsultrim Dorjee, Director Tibetan Children Village School, Dharamshala by way of affidavit Ext. RW1/A and he has also reiterated the facts as mentioned in reply. He has also produced on record copy of reply to the demand notice dated 26.9.2019 Ext. RW1/B, copy of affiliation bye-laws Ext. RW1/C, copy of notification dated 7.8.2018 Ext. RW1/E, copy of memorandum of association Mark-A and copy of teaching and non teaching details of 2019 Ext. RW1/E. The respondents have also examined RW2 Mr. Suresh Kumar s/o Punu Ram by way of affidavit Ext. RW2/A wherein he has stated that his three daughters are studying in TCV School Dharamshala Cantt., Dal lake, Tehsil Dharamshala and they are getting free uniforms, books, stationery and all other articles requisite for studies besides the mid-day food. He does not pay anything to the school as fee. He stated that local students who are studying there and who come from their respective homes to the said school also get the same facilities on nominal contribution.

8. I have heard the learned AR/Counsel for both the parties at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No.1 : Yes

Issue No.2 : Decided accordingly

Issue No.3 : No

Issue No.4 : No

Issue No.5 : No

Issue No.6 : No

Relief. : Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No.1

10. Petitioner has stated in his affidavit that he was appointed as Class-IV employee by the respondents in March, 2003 and continued to work till July, 2019. He has also asserted that he had completed 240 days of work in each calendar year. Earlier he along-with Manoj Kumar, Sajan, Sumesh Kumar and Anita Devi had jointly presented the demand notice however the respondents had orally asked him not to come for work though employment of Sajan, Sumesh Kumar and Anita Devi was restored. He has also asserted that when he was terminated his juniors Anita Devi continued to work with the respondents and he was not given any opportunity for re-employment by the respondents. In his cross-examination he has admitted that no appointment letter has been produced by him. He has denied that the school of respondents is a charitable institution and does not fall within the definition of the provisions of the Industrial Disputes Act, 1947. He denied that the governing council of respondents school in March, 2018 had stipulated that the work henceforth would be conducted on contract basis only and not on daily wage basis. He has denied that he himself stopped coming to his work and refused to work on contract basis. He has denied that he along-with Joginder Singh were provoking other workmen in the respondents institution. He has denied that after July, 2019 he did not report to work out of his own free will.

11. The respondents witness Shri Tsultrim Dorjee, Director Tibetan Children Village School, Dharamshala in his affidavit has asserted that the petitioner was merely a casual daily wage worker on temporary basis. As per record the petitioner was not on the employment roll and was engaged temporarily along-with other daily wager working in the school. He has alleged that the act and conduct of petitioner was creating rift and breach between Indo-Tibetan friendship and disrupted the harmonious relationship shared by different religion in the school. He has also alleged that petitioner was guilty of indiscipline and provoked other daily wagers/employees of the school for agitation. He has also asserted that respondents' institution is merely as charitable institution and it suffered huge financial loss at the time of covid-19 pandemic.

12. RW1 Shri Dorjee in his cross-examination has however admitted that the teaching and non teaching staff are working on regular basis in their institution. He has further admitted that the teaching and non teaching staff and regular staff got regular pay scale fixed by the Head Office

management. He has further admitted that as per bye-laws of respondents Ext. RW1/C there is no such provisions to appoint employee on temporary and casual basis. He has admitted that the petitioner was working in the school since 2003. He further admitted that the petitioner got his wages as per his attendance and he was not given any appointment letter at the time of his employment.

13. RW2 Shri Suresh Kumar one of employee of the school has deposed on oath that his daughters are studying in the school and they got free uniform, books, stationery etc. along-with mid-day food from the school. In his cross-examination he has admitted that he was appointed as Class-IV employee in the year 2003 and he became regular employee in the year 2009. He has admitted that petitioner was working in the school since 2003. He has also admitted that before regularization he was working as a casual worker.

14. RW1 Shri Tsultrim Dorje has produced the record of attendance and payment made to petitioner between January, 2018 to 2019 as Ext. RX. He has admitted that in the last 12 calendar months prior to July, 2019 the petitioner had worked for last 12 months in the year 2019 more than 240 days. He admitted that no appointment letter nor any notice or notice pay or retrenchment compensation was given to the petitioner under Section 25 Clause F of the Industrial Disputes Act, 1947. Though he has asserted that the petitioner was orally requested to join and resume his duties which he declined however he admitted that no letter in this regard was issued to the petitioner.

15. The present reference is regarding the illegal termination of the petitioner by the respondents. It is admitted fact that the petitioner had worked with respondents in Class-IV category employee since the year 2003. The record produced by RW1 also shows that prior to the alleged date of termination in July, 2019 the petitioner had worked continuously for more than 240 days in last 12 calendar months. It is the case of respondents that petitioner himself left the job and refused to join on contract basis. Admittedly no such written communication regarding notice to the workman has been produced by the respondents. Otherwise also the respondents have failed to give any mandatory notice to the petitioner when his services conditions were changed from daily wagers to contract basis. There is no evidence of any disciplinary action against petitioner. The petitioner having completed 240 days of continuous service prior to his termination was entitled to the benefit under Section 25 Clause F of the Industrial Disputes Act, 1947. The attendance and wage record of the petitioner has been produced by the respondents which confirms that he (petitioner) continuously worked for more than 240 days prior to his termination. It is admitted by RW1 that no retrenchment compensation notice or notice pay was issued to the petitioner nor the respondents have been able to prove the wilful abandonment of work by the petitioner. It is hence prove that the termination of the petitioner by the respondents was in violation of the provisions of Section 25 Clause F of the Industrial Disputes Act. It is admitted fact that one Smt. Anita Devi who was junior to the petitioner was re-employed by the respondents and no notice of employment was ever given to the petitioner. Thus the respondents have violated the mandatory provisions of Section 25 Clause G of the Industrial Disputes Act. This issue is accordingly decided in the favour of the petitioner.

Issue No. 2

16. The evidence on record points towards the violation of the mandatory provisions of the Industrial Disputes Act by the respondents. The petitioner had worked with respondents since the year 2003 and his services were abruptly discontinued without mandatory compliance. In these circumstances the petitioner is held entitled for reinstatement on the same post of similar terms along-with seniority and continuity of service from the date of his initial employment. He is also

entitled for compensation of Rs.50,000/- in lieu of back wages. Hence this issue is decided accordingly.

Issues No.3, 4, 5 and 6.

17. The onus of proving these issues was on the respondents. The employment of petitioner with the respondents is not disputed. It is proved from the evidence that the respondents had terminated the services of the petitioner without compliance of the provisions of the Industrial Disputes Act, 1947. It is argued by the learned counsel for the respondents that the respondents institution does not fall within the definition of industry in any manner. It is however pertinent to mention here that the petitioner was non-teaching/class-IV employee of the respondents. No specific document showing the charitable nature of the respondents institution have been produced on the case file. The respondents were not only employing the workman but also paying regular pay scale to the various workmen employed by them. Under Section 2 Clause J the respondents were deploying the services of the workmen hence they fall within the definition of industry and are not exempted under the Industrial Disputes Act. The issues no. 3 to 6 are accordingly decided in the favour of the petitioner.

RELIEF

18. In view of my discussion on the issues nos. 1 to 6 above, the claim petition succeeds and is partly allowed. The petitioner is held entitled for reinstatement on the same post of similar terms along-with seniority and continuity of service. He is also entitled for compensation of Rs.50,000/- in lieu of back wages. Parties are left to bear their costs.

19. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 24th day of September, 2025.

Sd/-
(PARVEEN CHAUHAN)
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP)

Reference No. : 02/2023

Date of Institution : 21-2-2023

Date of Decision : 24-9-2025

Shri Manoj Kumar s/o Shri Ganga Ram, r/o Village Balmiki Colony Kajlot, P.O. Dharamshala, Cantt. Tehsil Dharamshala, District Kangra, H.P. ..*Petitioner.*

Versus

1. The Director, Tibetan Children Village School, Dharamshala Cantt., Dal Lake, Tehsil Dharamshala, District Kangra, H.P.

2. The Principal, Tibetan Children Village School, Dharmashala Cantt., Dal Lake, Tehsil Dharamshala, District Kangra, H.P. ..*Respondents.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. N.L.Kaundal, Ld. AR

: Sh. Vijay Kaundal, Ld. Adv.

For the Respondent(s) : Sh. M.K. Dhiman, Ld. Adv.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner:—

> "Whether the termination of services of Shri Manoj Kumar s/o Shri Ganga Ram, r/o Village Balmiki Colony Kajlot, P.O. Dharamshala, Cantt., Tehsil Dharamshala, District Kangra, H.P. by (i) the Director, Tibetan Children Village School, Dharamshala Cantt., Dal Lake, Tehsil Dharamshala, District Kangra, H.P. (ii) the Principal, Tibetan Children Village School, Dharamshala Cantt., Dal Lake, Tehsil Dharamshala, District Kangra, H.P. *w.e.f.* July 2019 without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, compensation and past service benefits the above worker is entitled to from the above employer?"

2. The brief facts as stated in the claim petition are that the services of the petitioner namely Manoj Kumar s/o Shri Ganga Ram was initially appointed as Class-IV sweeper in the Principal, Tibetan Children School Dharamshala Cantt. Dal Lake, Tehsil Dharamshala, District Kangra in the year 2005 and he (petitioner) continuously worked in the said capacity upto July, 2019 without any break as well as the petitioner had completed more than 240 days of work in each and every calendar year and in the last 12 calendar proceeding months. It is asserted that the petitioner was duly covered within the meaning of Section 25-B of the Industrial Disputes Act, 1947. It is asserted that the some of the employee of the institution namely Joginder, Sajan, Sumesh Kumar and Anita Devi had raised joint demand notice under Section 2-K of the Industrial Disputes Act, 1947 against the respondent/management wherein various demands were raised by the above said workmen by way of demand notice dated 5.7.2019 and the same was forwarded to the Labour-cum-Conciliation Officer, Dharamshala for necessary action. It is asserted that the Labour-cum-Conciliation Officer had registered the demand notice of workmen and started conciliation proceeding from time to time but during conciliation proceeding the management had not filed reply to the demand notice of the workmen. However the petitioner was not allowed to resume their duties as per verbal directions of the principal of the institution. It is alleged that the services of Sh. Sajan, Mr. Sumesh and Anita Devi were allowed by principal/management of the institution

however services of the petitioner along-with Joginder was not allowed by the respondents. It is asserted that after termination of the services of the petitioner he raised industrial dispute under Section 2-A of the Industrial Disputes Act, 1947 against the unlawful termination in the month of July/August, 2019 vide demand notice dated 23.10.2020 and thereafter conciliation proceedings were initiated but of no avail. It is submitted that the work and conduct of the petitioner was fully satisfactory upto the mark and petitioner had never given any chance to his superior as well as principal of institution for any misconduct. It is asserted that before termination of the services of the petitioner he was never served any charge sheet against his misconduct nor the inquiry was conducted against him under service bye laws of the institution as well as Model Standing Order Act, 1946 which is applicable to the management of institution. It is alleged that at the time of termination of the services of petitioner no one month pay in lieu of notice and retrenchment compensation was paid to him which was mandatorily required under Section 25-F(a) and (b) of the Industrial Disputes Act, 1947 thus the termination of the services of petitioner was null and void ab-initio. It is alleged that the management had not only violated Section 25-F but also violated the principle of natural justice. It is alleged that at the time of termination of the petitioner person junior to him namely Anita Devi was retained in service and the same is violative of the provisions of Section 25-G of the Industrial Disputes Act, 1947. It is submitted that during pendency of demand notice dated 5.7.2019 the services of petitioner were deliberately terminated due to general demand notice raised against the management and the same was violative of Section 33(2)(b) of the Industrial Disputes Act. It is alleged that the act of the respondent/management to terminate the services of petitioner during the pendency of demand notice dated 5.7.2019 w.e.f. July/August, 2019 was highly unjustified, arbitrary and against the mandatory provisions of the Industrial Disputes Act and the petitioner is still unemployed and not gainfully employed anywhere from the date of his termination. It is asserted that at the time of his termination he was getting Rs.10,000/- per month. In view of above submissions it is prayed that the present claim petition may be allowed and termination dated July/August, 2019 may be set aside and respondent be directed to reinstate the services of petitioner with full back wages, seniority, continuity in service along-with all other consequential service benefits. It is further prayed that respondents be directed to pay litigation costs of Rs.5000/- in the favour of petitioner.

3. In reply to the claim petition on behalf of respondents preliminary objections qua maintainability, estopple, claim of petitioner being barred by limitation, cause of action, locus standi and jurisdiction have been raised. It is submitted that there was no record regarding appointment of petitioner in the institution (TCV) in the month of March, 2005. It is asserted that the petitioner was casually employed as daily wage worker only on temporary basis. The petitioner was not on the employment roll of the TCV school and was engaged temporarily at the time of necessity. TCV school is purely a charitable and self help institution and is house for thousands of destitute children which provide free resident, clothing, food and books besides education to them upto 12th standard. It is asserted that the some Indian local students also studied in the school and they were also provided free education, books, uniform and food. The daughter of the petitioner is also studying in this school and getting all the benefits. It is reiterated that the act and conduct of the petitioner was observed many time to create rift between Indo-Tibetan friendship and disrupt harmonious relationship being shared by the Hindus, Buddhists, Muslims and Sikhs by involving religion for his own selfish gain and the same fact was reflected in para no.2 of the demand notice dated 5.7.2019 which was replied by the respondents. It is alleged that the demand notice dated 23.10.2020 was false, baseless and incorrect. It is asserted that the petitioner had not come to school after July 2019 despite the fact that he was offered job on contract basis as per the rules but declined the same. It is asserted that the petitioner was never appointed in TCV school and he was engaged on daily wages purely on temporary basis. There was no violation of Model Standing Order Act, 1946 as well as provisions of Section 25-F(a) and (h) of the Industrial Disputes Act, 1947 and principles of natural justice. It is asserted that the petitioner himself refused the offer of contractual employment given by the school as per rules. There was no violation of Sections 25-G

and 33 (2b) of the Industrial Disputes Act. The institution TCV school is completely a charitable institution which has no income of its own and the same is run with the donations and charity. It is asserted that on account of Covid-19 pandemic the institution suffered huge financial crisis and it was difficult to run the same. Other averments made in the petition have been denied and it is prayed that the petition deserves to be dismissed.

4. In rejoinder to the reply filed on behalf of respondent no.1 preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:-

1. Whether the respondents have terminated the services of the petitioner w.e.f. July, 2019 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged? ..*OPP.*

2. If issue No.1 is proved in affirmative, whether the petitioner is entitled to back wages, seniority, compensation and past service benefits as claimed? ..*OPP.*

3. Whether the petition is not maintainable, as alleged? ..*OPR.*

4. Whether the petitioner is estopped by his act and conduct to file the claim, as alleged? ..*OPR.*

5. Whether the petitioner has no locus standi to file the present claim? ..*OPR.*

6. Whether this court has no jurisdiction to try and decide the present claim? ..*OPR.*

7. Relief.

6. In order to prove his case the petitioner has produced on record his affidavit Ext. PW1/A wherein he reiterated the facts stated in the claim petition. He has also produced on record copy of demand notice Ext. PW1/B and Ext. PW1/C.

7. Respondents have examined RW11 Shri Tsultrim Dorjee, Director Tibetan Children Village School, Dharamshala by way of affidavit Ext. RW1/A and he has also reiterated the facts as mentioned in reply. He has also produced on record copy of reply to the demand notice dated 26.9.2019 Ext. RW1/B, copy of affiliation bye-laws Ext. RW1/C, copy of discharge summary of the petitioner Ext. RW1/D, copy of notification dated 7.8.2018 Ext. RW1/E, copy of memorandum of association Mark-A and copy of teaching and non teaching details of 2019 Ext. RW1/F. The respondents have also examined RW2 Mr. Suresh Kumar s/o Punu Ram by way of affidavit Ext. RW2/A wherein he has stated that his three daughters are studying in TCV School Dharamshala Cantt Dallake, Tehsil Dharamshala and they are getting free uniforms, books, stationery and all other articles requisite for studies besides the mid-day food. He does not pay anything to the school as fee. He stated that local students who are studying there and who come from their respective homes to the said school also get the same facilities on nominal contribution.

8. I have heard the learned AR/Counsel for both the parties at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1 : Yes

Issue No.2 : Decided accordingly

Issue No.3 : No

Issue No.4 : No

Issue No.5 : No

Issue No.6 : No

Relief. : Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No.1

10. Petitioner has stated in his affidavit that he was appointed as Class-IV employee by the respondents in March, 2005 and continued to work till July, 2019. He has also asserted that he had completed 240 days of work in each calendar year. Earlier he along-with Joginder Singh, Sajan, Sumesh Kumar and Anita Devi had jointly presented the demand notice however the respondents had orally asked him as well as Joginder Singh to not to come for work though employment of Sajan, Sumesh Kumar and Anita Devi was restored. He has also asserted that when he was terminated his juniors Anita Devi continued to work with the respondents and he was not given any opportunity for re-employment by the respondents. In his cross-examination he has admitted that no appointment letter has been produced by him. He has denied that the school of respondents is a charitable institution and does not fall within the definition of the provisions of the Industrial Disputes Act, 1947. He has admitted that his daughter also studied in respondents school and the respondents school was bearing all her expenses of education in the school. He denied that the governing council of respondents school in March, 2018 had stipulated that the work henceforth would be conducted on contract basis only and not on daily wage basis. He has denied that he himself stopped coming to his work and refused to work on contract basis. He has denied that he along-with Joginder Singh were provoking other workmen in the respondents institution. He has denied that after July, 2019 he did not report to work out of his own free will.

11. The respondents witness Shri Tsultrim Dorjee, Director Tibetan Children Village School, Dharamshala in his affidavit has asserted that the petitioner was merely a casual daily wage worker on temporary basis. As per record the petitioner was not on the employment roll and was engaged temporarily along-with other daily wager working in the school. He has alleged that the act and conduct of petitioner was creating rift and breach between Indo-Tibetan friendship and disrupted the harmonious relationship shared involving different religion in the school. He has also alleged that petitioner was guilty of indiscipline and provoked other daily wagers/employees of the school for agitation. He has also asserted that respondents' institution is merely as charitable institution and it suffered huge financial loss at the time of covid-19 pandemic.

12. RW1 Shri Dorjee in his cross-examination has however admitted that the teaching and non teaching staff are working on regular basis in their institution. He has further admitted that the teaching and non teaching staff and regular staff got regular pay scale fixed by the Head Office management. He has further admitted that as per bye-laws of respondents Ext. RW1/C there is no

such provisions to appoint employee on temporary and casual basis. He has admitted that the petitioner was working in the school since 2005. He further admitted that the petitioner got his wages as per his attendance and he was not given any appointment letter at the time of his employment.

13. RW2 Shri Suresh Kumar one of employee of the school has deposed on oath that his daughters are studying in the school and they got free uniform, books, stationery etc. along-with mid-day food from the school. In his cross-examination he has admitted that he was appointed as Class-IV employee in the year 2005 and he became regular employee in the year 2009. He has admitted that petitioner was working in the school since 2005. He has also admitted that before regularization he was working as a casual worker.

14. RW1 Shri Tsultrim Dorje has produced the record of attendance and payment made to petitioner between January, 2018 to 2019 as Ext. RX. He has admitted that in the last 12 calendar months prior to July, 2019 the petitioner had worked for last 12 months in the year 2019 more than 240 days. He admitted that no appointment letter nor any notice or notice pay or retrenchment compensation was given to the petitioner under Section 25 Clause F of the Industrial Disputes Act, 1947. Though he has asserted that the petitioner was orally requested to join and resume his duties which he declined however he admitted that no letter in this regard was issued to the petitioner.

15. The present reference is regarding the illegal termination of the petitioner by the respondents. It is admitted fact that the petitioner had worked with respondents in Class-IV category employee since the year 2005. The record produced by RW1 also shows that prior to the alleged date of termination in July, 2019 the petitioner had worked continuously for more than 240 days in last 12 calendar months. It is the case of respondents that petitioner himself left the job and refused to join on contract basis. Admittedly no such written communication regarding notice to the workman has been produced by the respondents. Otherwise also the respondents have failed to give any mandatory notice to the petitioner when his services conditions were changed from daily wagers to contract basis. The petitioner having completed 240 days of continuous service prior to his termination was entitled to the benefit under Section 25 Clause F of the Industrial Disputes Act, 1947. The attendance and wage record of the petitioner has been produced by the respondents which confirms that he (petitioner) continuously worked for more than 240 days prior to his termination. It is admitted by RW1 that no retrenchment compensation notice or notice pay was issued to the petitioner nor the respondents have been able to prove the wilful abandonment of work by the petitioner. There is no evidence of any disciplinary action. It is hence prove that the termination of the petitioner by the respondents was in violation of the provisions of Section 25 Clause F of the Industrial Disputes Act. It is admitted fact that one Smt. Anita Devi who was junior to the petitioner was re-employed by the respondents and no notice of employment was ever given to the petitioner. Thus the respondents have violated the mandatory provisions of Section 25 Clause G of the Industrial Disputes Act. This issue is accordingly decided in the favour of the petitioner.

Issue No.2

16. The evidence on record points towards the violation of the mandatory provisions of the Industrial Disputes Act by the respondents. The petitioner had worked with respondents since the year 2005 and his services were abruptly discontinued without mandatory compliance. In these circumstances the petitioner is held entitled for reinstatement on the same post of similar terms along-with seniority and continuity of service from date of his initial employment. He is also entitled for compensation of Rs.50,000/- in lieu of back wages. Hence this issue is decided accordingly.

Issues No. 3, 4, 5 and 6

17. The onus of proving these issues was on the respondents. The employment of petitioner with the respondents is not disputed. It is proved from the evidence that the respondents had terminated the services of the petitioner without compliance of the provisions of the Industrial Disputes Act, 1947. It is argued by the learned counsel for the respondents that the respondents institution does not fall within the definition of industry in any manner. It is however pertinent to mention here that the petitioner was non-teaching/class-IV employee of the respondents. No specific document showing the charitable nature of the respondents institution have been produced on the case file. The respondents were not only employing the workman but also paying regular pay scale to the various workmen employed by them. Under Section 2 Clause J the respondents were deploying the services of the workmen hence they fall within the definition of industry and are not exempted under the Industrial Disputes Act. The issues no. 3 to 6 are accordingly decided in the favour of the petitioner.

RELIEF

18. In view of my discussion on the issues nos. 1 to 6 above, the claim petition succeeds and is partly allowed. The petitioner is held entitled for reinstatement on the same post of similar terms along-with seniority and continuity of service. He is also entitled for compensation of Rs.50,000/- in lieu of back wages. Parties are left to bear their costs.

19. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 24th day of September, 2025.

Sd/-
(PARVEEN CHAUHAN)
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP)

Reference No. : 68/2022

Date of Institution : 15-10-2022

Date of Decision : 24-9-2025

Shri Pawan Kumar s/o Shri Beant Singh, r/o VPO Dagoh, Tehsil Jaisinghpur, District Kangra, H.P. ..*Petitioner.*

Versus

1. The President/Secretary, DAV College Managing Committee, Chitragupta Road, New Delhi-110055.

2. The Principal, DAV Senior Secondary Public School, Alampur, District Kangra, H.P.

..Respondents.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. N.L. Kaundal, Ld. AR

: Sh. Vijay Kaundal, Ld. Adv.

For the Respondent(s) : Sh. Rajinder Ghogra, Ld. Adv.

AWARD

This is a claim petition under Section 10 of the Industrial Disputes Act, 1947 by order dated 20th June, 2022 has been treated as reference. The brief facts as stated in the claim petition are that the services of applicant/workman was engaged by the Principal DAV Senior Secondary Public School, Alampur in the capacity of bus driver with prior permission from the Managing Committee of Chitragupta Road, New Delhi against the vacant permanent post *w.e.f.* 8.1.2014. At the time of his appointment *w.e.f.* 8.1.2014 no appointment letter was given and no terms and condition in writing were settled with the applicant/workman by the management of institution. It is asserted that the workman had continuously discharged his duties to entire satisfaction of the management till 22.3.2020. It is asserted that during pandemic Covid-19 the management of institution had not allowed the services of workman till March, 2021 and the management of institution had given salary to the workman during covid-19 *i.e.* from 23.3.2020 to 20.6.2020 and thereafter from July, 2020 to March, 2021 was not paid. It is submitted that the petitioner had worked for 7 days from 1.3.2020 to 7.3.2021 and thereafter his services were again and again disengaged due to pandemic Covid-19 *w.e.f.* 8.3.2021 to 17.11.2021 however during the said period the respondent had not paid salary to the workman. On 18.11.2021 the management respondent no.2 had recalled the workman again vide verbal order to report for duties and he had reported for duties and continued worked upto 31.12.2021. It is asserted that during Covid-19 the management committee New Delhi had taken decision that salary during covid-19 period shall be paid to all the employees with continuity in service as well as benefits of provident fund. On 15.11.2021 the applicant had approached the Principal of institution with regard to payment of salary during covid-19 wherein principal of institution stated to the workman that he wrote a letter with a request to managing committee of the institution that he had not received any written communication from the above said higher authority to pay salary during covid-19 and as when he will receive the communication from higher authority the salary of employees will be paid and deposited in their bank account. On 31.12.2021 the principal of institution had called the applicant/workman in his office along-with Sh. Vishal Sharma Driver and stated that the management had taken decision that the services of both the drivers were not required in future *w.e.f.* 1.1.2022 meaning thereby the services of the applicant was unlawfully terminated on 1.1.2022. It is asserted that during services of the workman with management his work and conduct was fully satisfactory and upto the mark and as such he had not given chance to management of institution with regard to his act and conduct as well as even the past record of applicant was neat and clean. It is asserted that the services of the petitioner were hired on bus no. HP56 4507 from 2014 to 2016 and thereafter he was provided Bus No. HP68 2285 till the date of his unlawful termination and applicant/workman was ply the bus from the route Lambagaon to Alampur and Alampur to Jangalsai to pick up and drop the school children of this

institution in their stations. While terminating the services of the workman/applicant no show cause notice, charge sheet was served by the respondents. No enquiry against the workman/applicant was conducted and it is alleged that the principal of institution had violated Sections 25-F(a) and (b) of the Industrial Disputes Act, 1947 whereas the applicant was not paid one month notice and retrenchment compensation as was mandatory required under Section 25-F of the Industrial Disputes Act. It is submitted that applicant/workman had completed more than 240 days of work in each calendar year from the date of his initial engagement as well as in the last 12 calendar months preceding from the date of his unlawful termination. It is prayed that the break period during covid -19 may kindly be treated as continuity of service for the purpose of seniority of the applicant/workman. The respondents had failed to intimate the office of Labour Commissioner H.P. regarding termination of the petitioner and the same was violative of Section 25-F (c) of the Industrial Disputes Act, 1947. It is alleged that at the time of terminating the services of the petitioner the persons junior to applicant/workman were retained in service as well as fresh hands were also appointed in his place namely Kamal Kumar, Tilak Kumar, Manish Kumar, Vipan Kumar and Kamal Kumar (II) but no opportunity was ever given to the workman for re-employment and the same was violation of Sections 25-G and 25-H of the Industrial Disputes (Central Act, 1957) and also violated Section 83 and 84 of Himachal Pradesh Industrial Disputes (Rules), 1974. It is asserted that the respondents adopted unfair labour practice to terminate the services of applicant/workman on demanding the salary during covid-19 acted in manner highly unjustified, arbitrary, unconstitutional and against the mandatory provisions of the Industrial Disputes Act, 1947 as well as the management had deprived the fundamental right of the workman under Articles 14, 16 and 21 of the Constitution of India. It is asserted that the applicant/workman had raised demand notice against the respondents vide demand notice served through registered letter on 23.5.2022 and the same was forwarded to the Labour Officer-cum-Conciliation Officer Kangra at Dharamshala. It is submitted that the workman had filed application before the Labour-cum-Conciliation Officer Kangra at Dharamshala under Section 2-A(2) of the Industrial Disputes Act, 1947 to file the direct claim before this court vide application dated 14.9.2022 with request to submit the certificate as mandatory requirement to approach this court to file direct claim petition under Section 10 of the Industrial Disputes Act, 1947. It is submitted that the petitioner/applicant is not only entitled for his reinstatement but also entitled the wages of pandemic covid-19 and the break period of covid-19 *w.e.f.* March, 2020 onwards may be treated in is continuity of service for all purposes. In view of the aforesaid submissions it is prayed that the claim of the petitioner may be allowed and the respondents be directed to revoke the unlawful termination of the petitioner and services of workman may be reinstated with full back wages, seniority, continuity in service with all consequential benefits. It is further prayed that respondent be directed to pay entire wages to the petitioner during pandemic covid -19 as well as litigation costs of Rs.5000/-.

2. In reply to the claim petition on behalf of respondents preliminary objections qua maintainability, cause of action have been raised. On merits, it is asserted that the applicant was appointed on contractual basis like the other staff of school on 20.4.2014 and not in May, 2013 on the condition that his services would be taken as and when school bus was to be plied for taking and leaving the students. However the appointment was made for one academic year with a memorandum containing terms and conditions of employment. His services were taken only for the days when the buses were to ply for said purposes with a regular leave with wages for all holidays including the Sundays when the school remained closed and the same was done every year. It is asserted that in the year/sessions 2014-2015 the applicant served during the sessions except for 96 days when he did not attend the duties. Similarly during session 2016-2017 he (petitioner) served for session except for 64 days when he did not attend the duties after informing the school authorities beforehand. In session 2017-2018 he served for the session except for 65 days when he did not attend the duties after informing the school authorities. It is asserted that for the sessions 2018-2019 and 2019-2020 he served for 43 & 50 days when he did not attend the duties after informing the school authorities beforehand and the same was treated as without pay and finally in

session 2020-2021 the applicant was paid till 30.6.2020 even during the spread of covid-19 pandemic. It is asserted that period which the applicant did not attend was treated as without pay like other staff of the school working on contractual basis. The contractual services were taken for certain specific period and every such employee including the applicant were relieved after the said period through relieving letter till new vacancies were advertised. It is asserted that school had paid remuneration to the applicant regularly as to other staff working on contractual basis. It is asserted that the applicant was given proper appointment letters as well as the relieving letters by the respondent school in the beginning and at the end of every session. Needless to say that the applicant did not attend to his duties for the entire session in any of the sessions referred above for one reason or the other. It is denied that the applicant had approached the respondent no.2/school on 15.11.2021 for payment of wages of the covid-19 period and that was assured that the matter was under consideration of respondent no.1. It is submitted that the applicant along-with other person/driver namely Pawan Kumar were left the job themselves and never came to their work place however they sought other employment and started working there. It is asserted that every year the contractual posts are advertised adhered to law and interview were held. The applicant was responding to the advertisement every time and accordingly appeared for the interview and was selected for employment. It is submitted that the services of the petitioner were purely on contractual in nature. It is asserted that during session 2021-2022 the applicant was contacted in the month of April, 2021 in the beginning of session he (applicant) flatly replied that he was not interested to work with the school. It is denied that the services of the petitioner were terminated by adopting unfair practice however asserted that dues of applicant were paid. It is mentioned that the applicant was serving in Hot Mix Plant of Shri Kulvinder Rana contractor nearby Alampur and as such he did not want to join with the school at his own sweet will. It is asserted that as and when advertisement as usual for the posts of driver on contractual basis for session 2022-2023, the applicant did not attend the interview held on 16.4.2022 and the school had to choose the other drivers who had attended the interview. It is asserted that the reply was filed before the Conciliation Officer but the applicant had not appeared for conciliation and filed the present lis. It is submitted that the applicant remained absent before conciliation officer. Other averments made in the petition have been denied and it is prayed that the petition deserves to be dismissed.

3. In rejoinder to the reply filed on behalf of respondent no.1 preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

4. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the services of the petitioner were terminated by the respondent *w.e.f.* 01-01-2022 in violation to the provision contained in section 25-F of the Act, as alleged? ..*OPP.*

2. Whether the respondent has retained the juniors to the petitioner at the time of termination of his services and thereby violated the provisions contained in Section 25-G of the Act, as alleged? ..*OPP.*

3. Whether the respondent has engaged fresh hands after the termination of the services of the petitioner and thereby violated the provision contained in Section 25-H of the Act, as alleged? ..*OPP.*

4. If issues no.1 to 3 or either of them are proved in affirmative, to what relief, the petitioner is entitled to? ..*OPP.*

5. Whether the services of the petitioner were engaged on contract basis and claim petition is not maintainable, as alleged? ..*OPR.*

6. Whether the petitioner has no cause of action to file the claim, as alleged? ..*OPR.*

7. Relief.

5. In order to prove his case the petitioner has produced on record his affidavit PW-1 wherein he reiterated the facts stated in the claim petition.

6. Respondents have examined Shri Bikram Singh, Principal, DAV Public School, Alampur by way of affidavit Ext. RW1/A and he has also reiterated the facts as mentioned in reply. He has also produced on record copy of absentee detail of petitioner Ext. RW1/B, copies of advertisement Ext. RW1/C-1 to Ext. RW1/C-6, copy of appointment letters dated 3.4.2020, 10.4.2019, 9.4.2018, 10.4.2017, 2.4.2016, 3.4.2015, 7.4.2014 Ext. RW1/D to Ext. RW1/K, copy of relieving order dated 30.6.2020 Ext. RW1/L, copy of relieving order 31.3.2020 Ext. RW1/M, copy of relieving order dated 26.3.2019 Ext. RW1/N, copies of relieving orders dated 23.3.2018, 31.3.2017, 26.3.2016, 31.3.2015, 28.3.2014 Ext. RW1/O to Ext. RW1/R, copy of list of regular teaching staff Ext. RW1/S, copy of teaching staff contractual Ext. RW1/T, list of ministerial staff regular Ext. RW1/U, copy of ministerial contractual staff Ext. RW1/V, copy of group D regular Ext. RW1/W, copy of group D staff outsource Ext. RW1/X, copy of list of transport employees through outsource Ext. RW1/Y, copy of pay matrix Ext. RW1/Z, copies of attendance register of petitioner Ext. RW1/Z1, copy of EPF record of petitioner Ext. RW1/Z2 and copy of bye-laws of CBSE Ext.RW1/Z3.

7. I have heard the learned AR/Counsel for both the parties at length and records perused.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1 : Yes

Issue No.2 : Yes

Issue No.3 : Yes

Issue No.4 : Decided accordingly

Issue No.5 : No

Issue No. 6 : No

Relief. : Claim petition partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No.1 , 2 and 3.

9. All the above mentioned issues shall be taken up together for the purpose of adjudication.

10. Petitioner Pawan Kumar stated in his affidavit that he was appointed as driver w.e.f.1.8.2014 and no appointment letter was ever given to him. He further states that he worked till 22.3.2020 with full dedication and never gave any opportunity of complaint to respondent. He has

further alleged that during covid-19 pandemic after March, 2021 he was not allowed to enter the school. He was paid salary for *i.e.* from 23.3.2020 to 30.6.2020 however salary of July, 2020 to February, 2021 was not paid. On 1.3.2021 he was again kept on the same post but only for 7 days and thereafter terminated. He was again employed on 18.11.2021 and terminated on 31.12.2021. On 31.12.2021 he along-with Vishal Rana was called by Principal and informed that in future their services were not needed by school. According to him he continuously put in his services with the school from 2014 to 2016. He was driving bus no. HP 56 4507 and thereafter from the year 2017 to 31.12.2021 he had given his services in the Bus No. HP 68 2285 during these period he had driven bus on the routes of Lambagaon to Alampur-Alampur to Jangalsai. He used to bring the children and also leave them to their houses every day. He was never given any notice by respondent. He further alleged that after his termination Kamal Kumar, Tilak Kumar, Manish Kumar, Vipan Kumar and Kamal Kumar etc. were appointed by the school authority and no opportunity was given to him for re-employment. He has prayed that his illegal termination may be set aside and he may be reinstated along-with seniority and continuity in service. In the cross-examination the petitioner has denied that he was employed by the respondent on one year contract by way of advertisement. He has denied that during covid-19 pandemic school remained closed though he asserts that the school was opened from time to time. He has further stated that he was never given any written order to not to come to school and was paid only two months' salary during covid period. He further states that till 2021 he was kept on job on small intervals and after January, 2021 he was not called. He is unable to say whether he received the pay for this period or not. He has denied that every year he was appointed and new appointment letters were given. He admitted his signatures on appointment letters Mark R1 and R2. He has denied his signatures on appointment letters Mark R3 to R7 along-with relieving orders Mark R8 to R14. He denied that after reading advertisements Mark R17 to R25 he had applied for job and he was kept on job after interview. He denied that he had worked with Hot Mix Plant of Kulwinder Rana. He has denied that he was never terminated from his work however he was relieved after the completion of contractual period.

11. Respondent's case as stated by Shri Bikram Singh, Principal DAV Public School Alampur is that the applicant was appointed on contractual basis like other staff of the school on 20.4.2014. The appointment was made only for one academic year with terms and conditions of employment. The services were taken only for days when the buses were plied for the said purpose with wages for all holidays including Sundays when the school remained closed. In 2014-2015 applicant served during session except for 87 days, in 2015-2016 he served for session except for 59 days, in 2016-2017 he served for session except for 57 days, in 2017-2018 he served whole session except for 72 days, in 2018-2019 he served for whole session except for 52 days, 2019-2020 he served for whole session except for 48 days, in 2020-2021 he served for 89 days regarding which he was paid till 30.6.2020. It is asserted by him that the contractual services were taken for certain specific period and such employees including the applicant relieved after said period through relieving letter till new vacancies are advertised. The applicant had never raised any dispute qua his appointment on contractual basis. They had appointed another person when the applicant did not turn during covid-19 pandemic. He tried to contact petitioner to join his duties but petitioner had already joined another job. He states that the contractual posts of the respondent including that all the drivers are advertised only on termination of contractual period and this was the case with applicant also. It is further alleged that applicant was serving in Hot Mix Plant of Shri Kulvinder Rana, contractor nearby Alampur. The other averments and contentions raised by the petitioner in his petitioner has been denied and it is asserted that his services were never terminated but the contract period had lapsed and applicant was accordingly relieved from his assignment.

12. In his cross-examination he has admitted that petitioner was appointed as driver in the year 2014. It is however denied that at the time of appointment of petitioner there was no contract between petitioner and respondent. He has admitted that the drivers work throughout the academic session though it is asserted that they worked in the morning and evening only. He further admitted

that the petitioner also performed his duty throughout each academic session of employment. He has admitted that some group D employees in the school are working in regular basis though he asserts that these persons are appointed prior to 2009. He has admitted that one Vipan was on the roll of school on contractual basis *w.e.f.* April, 2018 to March, 2019 and thereafter was on outsources basis and one Vijay was on the rolls of school *w.e.f.* August, 2016 to February, 2022 thereafter on outsource basis. He admits that he has not expressly denied in his affidavit that the petitioner has worked till 31st December, 2021. He has also admitted that no notice regarding appointment was ever issued to the petitioner.

13. The contention of the petitioner that he was employed in the year 2014 is not disputed. The petitioner in his affidavit has asserted that the management of the school had not allowed him to join duties till March, 2021. He has also asserted that he was paid wages *w.e.f.* 23.6.2020 to 30.6.2020 however according to him the wages for July, 2020 to February, 2021 were not paid to him. Thereafter he has alleged that he was kept for small intervals and relieved on 8.6.2021, 18.11.2021 and 31.12.2021. The respondents however have produced on record the various contracts allegedly entered between the petitioner and respondents from the year 2014 till June, 2020. According to respondents the petitioner has worked with the respondents only till June, 2020 and thereafter did not turn up for performing his services. It is however pertinent to observe the cross-examination of RW1 Shri Bikram Singh wherein he has admitted that petitioner was appointed as a driver in the year 2014. He has also admitted that like other persons the petitioner had worked throughout the academic sessions in course of his employment. The detail of the work/attendance of the petitioner has been produced on the case file which also clearly shows that petitioner has worked for more than 240 days during the academic session of the school at the time of his employment with the respondents. The petitioner has denied his signatures over agreement/appointment letters Ext. RW1/E to Ext. RW1/K. The copy of the agreement has been produced this court however in the light of the denial of signatures by the petitioner the agreements/appointment letters, relieving letters have not been proved in accordance with law. Pertinent to mention here that the petitioner was continuously employed by the respondent for more than two years and on the pretext of yearly contractual agreement with the petitioner and which was unilaterally changed to 89 days contract from March, 2020 to June, 2020. It appears that the conditions of the services of the petitioner were changed by the respondent unilaterally without any notice and without any necessary permission from the relevant authorities. This amounted to unfair labour practices on the part of the respondents. RW1 Shri Bikram Singh has clearly admitted in his cross-examination that he has not expressly denied in his affidavit that petitioner had worked till 31st December, 2021. During the course of his cross-examination he has also not asserted that the petitioner has not completed his work till 31st December, 2021. It appears that the respondents have not intentionally produced the attendance and wages record of the petitioner after June, 2020. In these circumstances also an adverse inference can raised against the respondents and in favour of the petitioner. RW1 Shri Bikram Singh has admitted that the petitioner like other drivers had been working throughout the academic session. Though the he asserts that the petitioner was working only morning and evening however RW1 has also admitted that there are many regular group D employees are still working in their institution. No notice of abandonment of work as alleged by the respondents has been produced by their behalf. The onus was on the respondents to prove that petitioner had left his work out of his own sweet will which could not be established by the respondents. Thus the respondents have also failed to explain as to why the petitioner who was accommodated after completion of each contractual period was not extended the contract after June, 2020. As already mentioned the cross-examination of RW1 also points towards the fact that the petitioner had worked after 30.6.2020 also. In these circumstances it appears that the petitioner having completed 240 days of continuous service prior to 1.1.2022 had been terminated in violation of the provisions of the Industrial Disputes Act, 1947 and that compliance of Section 25 Clause F of the Industrial Disputes Act, 1947.

14. The petitioner has asserted in his affidavit that the respondents had employed person namely Kamal Kumar, Tilak Kumar, Manish Kumar, Vipan Kumar and Kamal Kumar etc. after terminating his (petitioner's) services. RW1 Shri Bikram Singh has admitted in his cross-examination that as per record Bipan was on school rolls on contractual basis *w.e.f.* April, 2018 to March, 2019 and thereafter was on outsource basis and Vijay was on roll on contractual basis *w.e.f.* August, 2016 to February, 2022 and thereafter was on outsource basis. He has admitted that Vijay is still working on outsource basis. This admission on the part of RW1 Shri Bikram Singh that the respondents have not only employed the person after the termination of the petitioner but the juniors of the petitioner also remained working with the respondents after his termination. No notice of re-employment was ever given to the petitioner before deploying the other persons as drivers in the school. In these circumstances the respondents have clearly violated the principle of Section 25-G and 25-H of the Industrial Disputes Act, 1947, hence issues no.1, 2 and 3 are decided in the favour of the petitioner.

Issue No. 4

15. The petitioner has continuously worked with the respondents from the year 2014 to January, 2022 completing 240 days of the work in each year of working academic session continuously. His services were terminated in violation of the provisions of the Industrial Disputes Act, 1947 and the condition of his services were also changed resorting to unfair labour practices by the respondents. In these circumstances the petitioner is entitled for reinstatement of his post as driver on similar terms with the respondent from 1.1.2022 along-with seniority and continuity of service. He is also held entitled compensation of Rs.50,000/- in lieu of back wages for the said period. This issue is decided accordingly.

Issues No.5 and 6

16. The onus of proving these issues was on the respondents. Certain contractual agreements/appointment letters, relieving letters etc. have been produced on record by the respondent however the petitioner has clearly denied his signatures over these documents and these documents bearing the signatures of the petitioner having not been proved as per law. In these circumstances it cannot be held that the services of petitioner merely on contractual basis and he does not have any cause of action to file the present claim. Hence issues no.5 and 6 are decided in the favour of the petitioner.

RELIEF

17. In view of my discussion on the issues nos. 1 to 6 above, the claim petition succeeds and is partly allowed. The petitioner is entitled for reinstatement of his post as driver on similar terms with the respondent from 1.1.2022 along-with seniority and continuity of service. He is also held entitled compensation of Rs.50,000/- in lieu of back wages for the said period. Parties are left to bear their costs.

18. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 24th day of September, 2025.

Sd/-
(PARVEEN CHAUHAN)
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP)

Reference No. : 69/2022

Date of Institution : 15-10-2022

Date of Decision : 24-9-2025

Shri Vishal Rana s/o Shri Partap Chand, r/o VPO Dagoh, Tehsil Jaisinghpur, District Kangra, H.P. ..*Petitioner.*

Versus

1. The President/Secretary, DAV College Managing Committee, Chitragupta Road, New Delhi-110055.

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Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. N.L. Kaundal, Ld. AR

: Sh. Vijay Kaundal, Ld. Adv.

For the Respondent(s) : Sh. Rajinder Ghogra, Ld. Adv.

AWARD

This is a claim petition under Section 10 of the Industrial Disputes Act, 1947 by order dated 20th June, 2023 has been treated as reference. The brief facts as stated in the claim petition are that the services of applicant/workman was engaged by the Principal DAV Senior Secondary Public School, Alampur in the capacity of bus driver with prior permission from the Managing Committee of Chitragupta Road, New Delhi against the vacant permanent post *w.e.f.* May, 2013. At the time of his appointment *w.e.f.* May, 2013 no appointment letter was given and terms and condition in writing were settled with the applicant/workman by the management of institution. It is asserted that the workman had continuously discharged his duties with entire satisfaction of the management till 22.3.2020. It is asserted that during pandemic Covid-19 the management of

institution had not allowed the services of workman till March, 2021 and the management of institution had given salary to the workman during covid-19 *i.e.* from 23.3.2020 to 20.6.2020 and thereafter from July, 2020 to March, 2021 was not paid. It is submitted that the petitioner had worked for 7 days from 1.3.2020 to 7.3.2021 and thereafter his services were again and again disengaged due to pandemic Covid-19 *w.e.f.* 8.3.2021 to 17.11.2021 however during the said period the respondent had not paid salary to the workman. On 18.11.2021 the management respondent no.2 had recalled the workman again vide verbal order to report for duties and he had reported for duties and continued worked upto 31.12.2021. It is asserted that during Covid-19 the management committee New Delhi had taken decision that salary during covid-19 period shall be paid to all the employees with continuity in service as well as benefits of provident fund. On 15.11.2021 the applicant had approached the Principal of institution with regard to payment of salary during covid-19 wherein principal of institution stated the workman that he wrote a letter with a request to managing committee of the institution that he had not received any written communication from the above said higher authority to pay salary during covid-19 and as when he will receive the communication from higher authority the salary of employees will be paid and deposited in their bank account. On 31.12.2021 the principal of institution had called the applicant/workman in his office along-with Sh. Pawan Kumar Driver and stated that the management had taken decision that the services of both the drivers were not required in future *w.e.f.* 1.1.2022 meaning thereby the services of the applicant was unlawfully terminated on 1.1.2022. It is asserted that during services of the workman with management his work and conduct was fully satisfactory and upto the mark and as such he had not given chance to management of institution with regard to his act and conduct as well as even the past record of applicant was neat and clean. It is asserted that the services of the petitioner were hired on bus no. HP56 6793 from 2013 to 2021 till the date of his unlawful termination and applicant/workman was plying the bus from the route Tikri to Harot and Alampur to Sujanpur to pick up and drop the school children of this institution in their stations. While terminating the services of the workman/applicant no show cause notice, charge sheet was served by the respondents. No enquiry against the workman/applicant was conducted and the principal of institution had violated Sections 25-F(a) and (b) of the Industrial Disputes Act, 1947 whereas the applicant was not paid one month notice and retrenchment compensation as was mandatory required under Section 25-F of the Industrial Disputes Act. It is submitted that applicant/workman had completed more than 240 days of work in each calendar year from the date of his initial engagement as well as in the last 12 calendar preceding months from the date of his unlawful termination. The break period during covid -19 may kindly be treated as continuity of service for the purpose of seniority of the applicant/workman. The respondents had failed to intimate the office of Labour Commissioner H.P. regarding termination of the petitioner and the same was violative of Section 25-F (c) of the Industrial Disputes Act, 1947. It is alleged that the at the time of terminating the services of the petitioner the persons junior to applicant/workman were retained in service as well as fresh hands were also appointed in his place namely Kamal Kumar, Tilak Kumar, Manish Kumar, Vipan Kumar and Kamal Kumar (II) but no opportunity was ever given to the workman for re-employment and the same was violation of Sections 25-G and 25-H of the Industrial Disputes (Central Act, 1957) and also violated Section 83 and 84 of Himachal Pradesh Industrial Disputes (Rules), 1974. It is asserted that the act of the institution of respondents amounted to unfair labour practice to terminate the services of applicant/workman on demanding the salary during covid-19 and was highly unjustified, arbitrary, unconstitutional and against the mandatory provisions of the Industrial Disputes Act, 1947. It is alleged that the management had deprived the fundamental right of the workman under Articles 14, 16 and 21 of the Constitution of India. It is asserted that the applicant/workman had raised demand notice against the respondents vide demand notice served through registered letter on 23.5.2022 and the same was forwarded to the Labour Officer-cum-Conciliation Officer Kangra at Dharamshala. It is submitted that the workman had filed application before the Labour-cum-Conciliation Officer Kangra at Dharamshala under Section 2-A (2) of the Industrial Disputes Act, 1947 regarding intent to file the direct claim before this court vide application dated 14.9.2022 with request to submit the certificate as

mandatory required to approach this court to file direct claim petition under Section 10 of the Industrial Disputes Act, 1947. It is submitted that the petitioner/applicant is not only entitled for his reinstatement but also entitled for the wages of pandemic covid-19 and the break period of covid-19 *w.e.f.* March, 2020 onwards may be treated in is continuity of service for all purposes. In view of the aforesaid submissions it is prayed that the claim of the petitioner may be allowed and the respondents be directed to revoke the unlawful termination of the petitioner and services of workman may be reinstated with full back wages, seniority, continuity in service with all consequential benefits. It is further prayed that respondent be directed to pay entire wages to the petitioner during pandemic covid -19 as well as litigation costs of Rs.5000/-.

2. In reply to the claim petition on behalf of respondents preliminary objections qua maintainability, cause of action have been raised. On merits, it is asserted that the applicant was appointed on contractual basis like the other staff of school on 1.5.2015 and not in May, 2013 on the condition that his services would be taken as and when school bus was to be plied for taking and leaving the students. However the appointment was made for one academic year with a memorandum containing terms and conditions of employment. His services were taken only for the days when the buses were to ply for said purposes with a regular leave with wages for all holidays including the Sundays when the school remained closed and the same was done every year. It is asserted that in the year/sessions 2013-2014 & 2014-2015 the applicant served during the sessions except for 89 and 84 days when he did not attend the duties. Similarly during session 2015-2016 he (petitioner) served for session except for 65 days when he did not attend the duties after informing the school authorities beforehand. In session 2016-2017 he served for the session except for 64 days when he did not attend the duties after informing the school authorities. It is asserted that for the sessions 2017-2018, 2018-2019 and 2019-2020 he served for 57, 53 and 58 days when he did not attend the duties after informing the school authorities beforehand and the same was treated as without pay and finally in session 2020-2021 the applicant was paid till 30.6.2020 and not till 22.3.2020 as alleged included the part of the spread of covid-19 pandemic. It is asserted that period which the applicant did not attend was treated as without pay like other staff of the school working on contractual basis. The contractual services were taken for certain specific period and every such employee including the applicant were relieved after the said period through relieving letter till new vacancies were advertised. It is asserted that school had paid remuneration to the applicant regularly as to other staff working on contractual basis. It is asserted that the applicant was given proper appointment letters as well as the relieving letters by the respondent school in the beginning and at the end of every session. Needless to say that the applicant did not attend to his duties for the entire session in any of the sessions referred above for one reason or the other. It is denied that the applicant had approached the respondent no.2/school on 15.11.2021 for payment of wages of the covid-19 period and that was assured that the matter was under consideration of respondent no.1. It is submitted that the applicant along-with other person/driver namely Pawan Kumar were left the job themselves and never came to their work place however they sought other employment and started working there. It is asserted that every year the contractual posts are advertised adhered to law and interview were held. The applicant was responding to the advertisement every time and accordingly appeared for the interview and was selected for employment. It is submitted that the services of the petitioner were purely on contractual in nature. It is asserted that during session 2021-2022 the applicant was contacted in the month of April, 2021 in the beginning of session he (applicant) flatly replied that he was not interested to work with the school. It is denied that the services of the petitioner were terminated by adopting unfair practice however asserted that dues of applicant were paid. It is asserted that the reply was filed before the Conciliation Officer but the applicant had not appeared for conciliation and filed the present lis. It is submitted that the applicant was remained absent before conciliation officer. Other averments made in the petition have been denied and it is prayed that the petition deserves to be dismissed.

3. In rejoinder to the reply filed on behalf of respondent no.1 preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

4. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the services of the petitioner were terminated by the respondent *w.e.f.* 01-01-2022 in violation to the provision contained in section 25-F of the Act, as alleged? ..*OPP.*

2. Whether the respondent has retained the juniors to the petitioner at the time of termination of his services and thereby violated the provisions contained in Section 25-G of the Act, as alleged? ..*OPP.*

3. Whether the respondent has engaged fresh hands after the termination of the services of the petitioner and thereby violated the provision contained in Section 25-H of the Act, as alleged? ..*OPP.*

4. If issues no.1 to 3 or either of them are proved in affirmative, to what relief, the petitioner is entitled to? ..*OPP.*

5. Whether the services of the petitioner were engaged on contract basis and claim petition is not maintainable, as alleged? ..*OPR.*

6. Whether the petitioner has no cause of action to file the claim, as alleged? ..*OPR.*

7. Relief.

5. In order to prove his case the petitioner has produced on record his affidavit PW-1 wherein he reiterated the facts stated in the claim petition.

6. Respondents have examined Shri Bikram Singh, Principal, DAV Public School, Alampur by way of affidavit Ext. RW1/A and he has also reiterated the facts as mentioned in reply. He has also produced on record copy of absentee detail of petitioner Ext. RW1/B, copies of advertisement Ext. RW1/C-1 to Ext. RW1/C-7, copy of appointment letters dated 3.4.2020, 10.4.2019, 9.4.2019, 10.4.2017, 2.4.2016, 3.4.2015 Ext. RW1/D to Ext. RW1/J, copy of appointments letter dated 7.4.2014 and 4.4.2013 Ext. RW1/K & Ext. RW1/K1, copy of relieving order dated 30.6.2020 Ext. RW1/L, copy of relieving order 31.3.2020 Ext. RW1/M, copy of relieving order dated 26.3.2019 Ext. RW1/N, copies of relieving orders dated 23.3.2018, 31.3.2017, 26.3.2016, 31.3.2015, 28.3.2014 Ext. RW1/O to Ext. RW1/1, copy of list of regular teaching staff Ext. RW1/S, copy of teaching staff contractual Ext. RW1/T, list of ministerial staff regular Ext. RW1/U, copy of ministerial contractual staff Ext. RW1/V, copy of group D regular Ext. RW1/W, copy of group D staff outsource Ext. RW1/X, copy of list of transport employees through outsource Ext. RW1/Y, copy of pay matrix Ext. RW1/Z, copies of attendance register of petitioner Ext. RW1/Z1 and copy of EPF record of petitioner Ext. RW1/Z2.

7. I have heard the learned AR/Counsel for both the parties at length and records perused.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No.1 : Yes

Issue No.2 : Yes

Issue No.3 : Yes

Issue No.4 : Decided accordingly

Issue No.5 : No

Issue No.6 : No

Relief. : Claim petition partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No. 1, 2 and 3.

9. All the above issues shall be taken up together for the purpose of adjudication.

10. Petitioner Vishal Rana stated in his affidavit that he was appointed as driver in May, 2013 and no appointment letter was ever given to him. He further states that he worked till 22.3.2020 with full dedication and never gave any opportunity of complaint to respondent. He has further alleged that during covid-19 pandemic after March, 2021 he was not allowed to enter the school. He was paid salary for *i.e.* from 23.3.2020 to 30.6.2020 however salary of July, 2020 to February, 2021 was not paid. On 1.3.2021 he was again kept on the same post but only for 7 days and thereafter terminated. He was again employed on 18.11.2021 and terminated on 31.12.2021. On 31.12.2021 he along-with Pawan Kumar was called by Principal and informed that in future their services were not needed by school. According to him he continuously put in his services with the school from 2013 to 31.12.2021. He was driving bus no. HP 56 6793 Tikkri-Harot-Alampur to Sujanpur routes. He used to bring the children and also leave them to their houses every day. He was never given any notice by respondent. He further alleged that after his termination Kamal Kumar, Tilak Kumar, Manish Kumar, Vipan Kumar and Kamal Kumar etc. were appointed by the school authority and no opportunity was given to him for re-employment. He has prayed that his illegal termination may be set aside and he may be reinstated along-with seniority and continuity in service. In the cross-examination the petitioner has denied that he was employed by the respondent on one year contract by way of advertisement. He has denied that during covid-19 pandemic school remained closed though he asserts that the school was opened from time to time. He has further stated that he was never given any written order to not to come to school and was paid only two months' salary during covid period. He further states that till 2021 he was kept on job on small intervals and after January, 2021 he was not called. He has unable to say whether he received the pay for this period or not. He further states that he was asked to join orally on outsource basis which he refused to do. He has denied that every year he was appointed and new appointment letters were given. He has denied his signatures on appointment letters Mark R1 to R4 and acceptance letters Mark R5 to R8 along-with relieving orders Mark R9 to R16. He has also denied that he is presently working with Rana Bus Service Jaisinghpur. He has denied that he was never terminated from his work however he was relieved after the completion of contractual period.

11. Respondent's case as stated by Shri Bikram Singh, Principal DAV Public School Alampur is that the applicant was appointed on contractual basis like other staff of the school on 1.5.2013. The appointment was made only for one academic year with terms and conditions of employment. The services were taken only for days when the buses were plied for the said purpose

with wages for all holidays including Sundays when the school remained closed. In 2013-2014 applicant served during session except for 56 days, in 2014-2015 he served for session except for 75 days, in 2015-2016 he served for session except for 59 days, in 2016-2017 he served whole session except for 62 days, in 2017-2018 he served for whole session except for 64 days, 2018-2019 he served for whole session except for 52 days, in 2019-2020 he served for whole session except only for 48 days, in 2020-2021 he served for 89 days regarding which he was paid till 30.6.2020. It is asserted by him that the contractual services were taken for certain specific period and such employees including the applicant were relieved after said period through relieving letter till new vacancies are advertised. The applicant had never raised any dispute qua his appointment on contractual basis. They had appointed another person when the applicant did not turn during covid-19 pandemic. He tried to contact petitioner to join his duties but petitioner had already joined another job. He states that all the contractual posts of the respondent including that all the drivers are advertised only on termination of contractual period and this was the case with applicant also. It is further alleged that applicant was serving in Hot Mix Plant of Shri Kulvinder Rana, contractor nearby Alampur. The other averments and contentions raised by the petitioner in his petitioner has been denied and it is asserted that his services were never terminated but the contract period had lapsed and applicant was accordingly relieved from his assignment.

12. In his cross-examination he has admitted that petitioner was appointed as driver in the year 2013. It is however denied that at the time of appointment of petitioner there was no contract between petitioner and respondent. He has admitted that the drivers work throughout the academic session though it is asserted that they worked in the morning and evening only. He further admitted that the petitioner also performed his duty throughout each academic session of employment. He has admitted that some group D employees in the school are working in regular basis though he asserts that these persons are appointed prior to 2009. He has admitted that one Vipan was on the roll of school on contractual basis *w.e.f.* April, 2018 to March, 2019 and thereafter was on outsources basis and one Vijay was on the rolls of school *w.e.f.* August, 2016 to February, 2022 thereafter on outsource basis. He admits that he has not expressly denied in his affidavit that the petitioner has worked till 31st December, 2021. He has also admitted that no notice regarding appointment was ever issued to the petitioner.

13. The contention of the petitioner that he was employed in the year 2013 is not disputed. The petitioner in his affidavit has asserted that the management of the school had not allowed him to join duties till March, 2021. He has also asserted that he was paid wages *w.e.f.* 23.6.2020 to 30.6.2020 however according to him the wages for July, 2020 to February, 2021 were not paid to him. Thereafter he has alleged that he was kept for small intervals and relieved on 8.6.2021, 18.11.2021 and 31.12.202. The respondents however have produced on record the various contracts allegedly entered between the petitioner and respondents from the year 2013 till June, 2020. According to respondents the petitioner has worked with the respondents only till June, 2020 and thereafter did not turn up for performing his services. It is however pertinent to observe the cross-examination of RW1 Shri Bikram Singh wherein he has admitted that petitioner was appointed as a driver in the year 2013. He has also admitted that like other persons the petitioner had worked throughout the academic sessions in course of his employment. The detail of the work/attendance of the petitioner has been produced on the case file which also clearly shows that petitioner has worked for more than 240 days during the academic session of the school at the time of his employment with the respondents. The petitioner has denied his signatures over agreement/appointment letters Ext. RW1/D to Ext. RW1/J. The copy of the agreement has been produced this court however in the light of the denial of signatures by the petitioner the agreements/appointment letters, relieving letters have not been proved in accordance with law. Pertinent to mention here that the petitioner was continuously employed by the respondent for more than seven years on the pretext of yearly contractual agreement with the petitioner and which was unilaterally changed to 89 days contract from March, 2020 to June, 2020. It appears that the

conditions of the services of the petitioner were changed by the respondent unilaterally without any notice and without any necessary permission from the relevant authorities. This amounted to unfair labour practices on the part of the respondents. RW1 Shri Bikram Singh has clearly admitted in his cross-examination that he has not expressly denied in his affidavit that petitioner had worked till 31st December, 2021. During the course of his cross-examination he has also not asserted that the petitioner has not completed his work till 31st December, 2021. It appears that the respondents have not intentionally produced the attendance and wages record of the petitioner after June, 2020. In these circumstances also an adverse inference can raised against the respondents and in favour of the petitioner. RW1 Shri Bikram Singh has admitted that the petitioner like other drivers had been working throughout the academic session. Though the petitioner was worked from morning and evening however RW1 has also admitted that there are many regular group D employees are still working in their institution. No notice of abandonment of work as alleged by the respondents has been produced by their behalf. The onus was on the respondents to prove that petitioner had left his work out of his own sweet will which could not be established by the respondents. Thus the respondents have also failed to explain as to why the petitioner who was accommodated after completion of each contractual period was not extended the contract after June, 2020. As already mentioned the cross-examination of RW1 also points towards the fact that the petitioner had worked after 30.6.2020 also. In these circumstances it appears that the petitioner having completed 240 days of continuous service prior to 1.1.2022 had been terminated in violation of the provisions of the Industrial Disputes Act, 1947 and that compliance of Section 25 Clause F of the Industrial Disputes Act, 1947.

14. The petitioner has asserted in his affidavit that the respondents had employed person namely Kamal Kumar, Tilak Kumar, Manish Kumar, Vipan Kumar and Kamal Kumar etc. after terminating his (petitioner's) services. RW1 Shri Bikram Singh has admitted in his cross-examination that as per record Bipan was on school rolls on contractual basis *w.e.f.* April, 2018 to March, 2019 and thereafter was on outsource basis and Vijay was on roll on contractual basis *w.e.f.* August, 2016 to February, 2022 and thereafter was on outsource basis. He has admitted that Vijay is still working on outsource basis. This admission on the part of RW1 Shri Bikram Singh that the respondents have not only employed the person after the termination of the petitioner but the juniors of the petitioner also remained working with the respondents after his termination. No notice of re-employment was ever given to the petitioner before deploying the other persons as drivers in the school. In these circumstances the respondents have clearly violated the principle of Section 25-G and 25-H of the Industrial Disputes Act, 1947, hence issues no.1, 2 and 3 are decided in the favour of the petitioner.

Issue No. 4

15. The petitioner has continuously worked with the respondents from the year 2013 to January, 2022 completing 240 days of the work in each year of working academic session continuously. His services were terminated in violation of the provisions of the Industrial Disputes Act, 1947 and the condition of his services were also changed resorting to unfair labour practices by the respondents. In these circumstances the petitioner is entitled for reinstatement of his post as driver on similar terms with the respondent from 1.1.2022 along-with seniority and continuity of service. He is also held entitled compensation of Rs.50,000/- in lieu of back wages for the said period. This issue is decided accordingly.

Issues No.5 and 6

16. The onus of proving these issues was on the respondents. Certain contractual agreements/appointment letters, relieving letters etc. have been produced on record by the respondent however the petitioner has clearly denied his signatures over these documents and these

documents bearing the signatures of the petitioner having not been proved as per law. In these circumstances it cannot be held that the services of petitioner merely on contractual basis and he does not have any cause of action to file the present claim. Hence issues no.5 and 6 are decided in the favour of the petitioner.

RELIEF

17. In view of my discussion on the issues nos. 1 to 6 above, the claim petition succeeds and is partly allowed. The petitioner is entitled for reinstatement of his post as driver on similar terms with the respondent from 1.1.2022 along-with seniority and continuity of service. He is also held entitled compensation of Rs.50,000/- in lieu of back wages for the said period. Parties are left to bear their costs.

18. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 24th day of September, 2025.

Sd/-
(PARVEEN CHAUHAN)
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP) (CAMP AT UNA)

Reference No. : 29/2024

Date of Institution : 27-6-2024

Date of Decision : 26-09-2025

Shri Jagdish Chand s/o Shri Roshan Lal, r/o Village Gud, P.O. Bhambla, Tehsil Baldwara, District Mandi, H.P. ..*Petitioner.*

Versus

The Divisional Forest Officer, Wild Life Forest Division Kullu, District Kullu, H.P.
..*Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. N.L. Kaundal, Ld. AR

: Sh. Vijay Kaundal, Ld. Adv.

For Respondent : Ms. Shaveta Ji, Ld. ADA

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner:—

> "Whether the time to time termination of services of Shri Jagdish Chand s/o Shri Roshan Lal, r/o Village Gud, P.O. Bhambla, Tehsil Baldwara, District Mandi, H.P. during year, 2016 to year, 2019 and thereafter final termination *w.e.f.* 28.02.2019 by the Divisional Forest Officer, Wild Life Forest Division Kullu, District Kullu, H.P., without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer?"

2. The brief facts as stated in the claim petition are that the petitioner was engaged by the Divisional Forest Officer, Wild Life Forest Division Kullu on daily wage basis as a worker in the month of October, 2016 and thereafter he uninterruptedly worked with respondent with fictional breaks under the control and supervision of Range Officer Wild Life Manali till February, 2019. At the time of his engagement he was engaged on muster roll basis and payment made to him was on daily rated basis fixed by the State Government till February, 2019. No appointment letter was issued to him settling the terms and conditions of the engagement of the petitioner with the respondent. Petitioner has alleged that the respondent had given fictional breaks to him for their short period deliberately from December, 2016 to July, 2018 and not allowed letting him to complete 240 days of continuous service as required under Section 25-B of the Industrial Disputes Act, 1947. He has further asserted that he continuously worked with the respondent from August, 2018 to March, 2019 having completed 240 days of work in last calendar year preceding his termination. Petitioner had enquired about reason for his termination from Range Officer and he was told that when work and funds were available with the respondent he was assured that when respondent received funds from the higher authorities his services would be called by way of written order. Petitioner has also approached the Forest Officer, Wild Life Range Officer Manali as well as Forest Officer Kullu on 15th March, 2020 and he was told that work is not available with the respondent and w.e.f. June 2020 to January, 2021 he again approached the said authority who had not given any proper reply to him. In November, 2021 petitioner personally approached the respondents to re-engage him on daily wage basis but no action was taken by the respondent. Petitioner has asserted that throughout his service with the respondent his work and conduct was satisfactory upto the mark and he also submitted that since the date of his unlawful termination in February, 2019 he has not been served any show cause notice by the respondent. No retrenchment compensation was paid to him under Section 25 Clause F of the Industrial Disputes Act, 1947 and no communication was ever sent to Labour Commissioner as mandatorily required under Section 25 Clause F (c) of the Industrial Disputes Act. He has also alleged that after the termination of the petitioner respondent had retained persons junior to petitioner namely Subham Guleria and Netar Singh who were also working with the respondent presently thus respondent violated the provisions of Section 25 Clause G of the Industrial Disputes Act. He has alleged that after his termination new person were engaged by the respondent on daily wage basis or on bill basis without giving an opportunity to the petitioner. He alleged that the act of the respondent was unfair labour practice to give breaks to the petitioner from time to time i.e. from October, 2016 to February, 2019 till his final termination in March, 2019 was highly unjustified, arbitrary and against the mandatory provisions of the Industrial Disputes Act. In the light of these averments petitioner has prayed that his time to time termination from October, 2016 to 2019 and final termination *w.e.f.* 28.2.2019/March, 2019 may be set aside. He may be reinstated along-with seniority and continuity

of service and the period of fictional breaks ordered to be counted for the purpose of continuity of service and he be also held entitled for full back wages.

3. In reply to the claim petition preliminary objections qua maintainability, petitioner not being workman or employee of the respondent within purview of the Industrial Disputes Act. Respondent also raised objection qua mis-joinder and non-joinder of necessary parties. On merits, it is asserted that the petitioner was never engaged by the respondent but he was engaged by Bio Diversity Conservation Society GHNP Shamshi on bill basis in 2016. Thereafter he was working depending upon availability of work and funds with Biodiversity Conservation Society. Respondent has denied that the petitioner worked as daily wager with the department and asserted that he was paid for the work done by him by raising bill in his favour. Respondent denied that petitioner was engaged on muster roll basis though denied that the fictional breaks were given to the petitioner from December, 2016 to July, 2018. They also denied that petitioner had completed 240 days of work in each calendar year. According to him the petitioner worked with BioDCS Society during 10.2018, 11/2018, 12/2018, 1/2019, 2/12019 on against availability of work and funds with BioDCS Society. They also submitted that he was never disengaged by the Biodiversity Conservation Society but he left the work of his own free will. Thus provisions of Sections 25-B and 25-F of the Industrial Disputes Act are not applicable to the respondent. Other averments were made in the petition were denied. It is asserted that Shubham Guleria had already left his work at his own sweet will and he was engaged by BioDCS Society to drive electrical vehicle in Van Vihar Manali. On the orders of this Tribunal he was re-engaged on 6.3.2013. Other averments made in the petition have been denied and it is prayed that the petition deserves to be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:-

1. Whether time to time termination of services of the petitioner during year 2016 to year, 2019 and final termination w.e.f. 28.02.2019 by the respondent without complying with the provisions of the Industrial Disputes Act, 1947, is/was illegal and unjustified, as alleged? ..*OPP.*

2. If issue no.1 is proved in affirmative, to what amount of back wages, past service benefits, seniority and compensation the petitioner is entitled to from the respondent/employer? ..*OPP.*

3. Whether the claim petition is not maintainable? ..*OPR.*

4. Whether the claim petition is bad for mis-joinder and non-joinder of the necessary parties, as alleged? ..*OPR.*

5. Whether the petitioner has not come to the Court with clean hands and has suppressed the material facts, as alleged?

6. Relief.

6. The petitioner in order to prove his case has produced on record his affidavit Ext.PW1/A and copy of demand notice Ext. PW1/B.

7. Respondent on the other hand has examined Shri Rajesh Kumar, HPFS presently working as Divisional Forest Officer, Wild Life Division Kullu by way of affidavit Ext. RW1/A. He has also produced on record copy of payment receipts dated 1.10.2015 to 30.10.2016 Ext. RW1/B, copy of payment receipts for 1.12.2016 to 30.12.2016 Ext. RW1/C, copy of bill for 8/2018 Ext. RW1/D, copy of bill for 9/2018 Ext. RW1/E, copy of payment receipts for 1.10.2018 to 30.10.2018 Ext. RW1/F, copy of payment receipts for 1.11.2018 to 30.11.2018 Ext.RW1/G, copy of payment receipts for 1.12.2018 to 30.12.2018 Ext. RW1/H, copy of payment receipts for 1.1.2019 to 30.1.2019 Ext. RW1/J, copy of payment receipts for 1.2.2019 to 28.2.2019 Ext. RW1/K, copy of detail of work performed by the petitioner/Mandays chart Ext. RW1/L and copy of letter dated 23.12.2023 Ext. RW1/M.

8. I have heard the learned AR/Counsel for the petitioner as well as learned Assistant District Attorney for the respondent at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No.1	: Yes
Issue No.2	: Decided accordingly
Issue No.3	: No
Issue No.4	: No
Issue No.5	: No
Relief.	: Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issue No.1

10. The present reference was received with regard to termination of the services of the petitioner from time to time from 2016 to 2019 and the final termination *w.e.f.* 28.2.2019. The petitioner has alleged in his affidavit and the claim petition that he was employed in the month of October, 2016 by the respondent and respondent intentionally and deliberately provided fictional breaks by not providing work to him to not complete 240 days of continuous service for the applicability of the provisions under Section 25 Clause F of the Industrial Disputes Act. He has further alleged that on 28.2.2019 his services were finally terminated without any notice and without any compensation. In his cross-examination he had denied that he was employed by Bio Diversity Conservation Society Shamshi. Though he admitted that the society used to call him only when the funds were available however he had denied that in February, 2019 he left the work out of his own free will. He has denied that he was worked on bill basis. He has admitted that no appointment letter was given to him by the Bio Diversity Conservation Society Shamshi.

11. RW1 Shri Rajesh Kumar, Divisional Forest Officer, Wild Life Division Kullu has reiterated the averments made in the reply by way of affidavit. In his cross-examination he has admitted that the petitioner was appointed for doing different kinds of work in the year 2016. He has admitted that the petitioner was paid at the rate of Rs.200/- for 30 days vide Ext. RW1/B and

Ext. RW1/C. He further admitted that as per Ext. RW1/D and Ext. RW1/E the payment has been made to petitioner on bill basis. He has admitted that there was no appointment letter issued to the petitioner for his appointment on bill basis. He also admitted that vide Ext. RW1/F to Ext. RW1/K the salary of petitioner was 225/- rupees of payment was being made on per month basis. He also admitted that the petitioner continuously worked for seven months in the preceding 12 months. He admitted that no document pertaining to the petitioner after March, 2019 have been produced by the respondent. He has admitted that they had not issued any letter to the petitioner to join his post and neither got conducted any enquiry against him.

12. The employment of the petitioner by the respondent was carried out in the year 2016. The contention of the respondent that the petitioner was not employed by the respondent but by Bio Diversity Conservation Society does not find any base from the oral and documentary evidence produced by the respondent. Petitioner has clearly denied that he was employed by the Bio Diversity Conservation Society Shamshi. Respondent has not produced any documentary and oral evidence except the statement of RW1 in order to prove that the petitioner was not employed by respondent.

13. All the records pertaining to payments being made to the petitioner along-with mandays chart of the petitioner have been produced by the respondent only. Pertinent to mention here that demand notice Ext. PW1/B also only the respondent Division Forest Officer, Wild Life Division Kullu was impleaded as respondent and the Bio Diversity Conservation Society has not impleaded as respondent at the time of reference also. In these circumstances and also considering statement of RW1 Shri Rajesh Kumar, it is clear that petitioner was employed by the respondent in the year 2016. The petitioner in his cross-examination has denied that the work of respondent is seasonal in nature. This fact though asserted at the time of arguments by the learned ADA for the respondent not indicated by any other oral or documentary evidence. No notification with regard to the forest work being seasonal in nature is produced before this court. It is the contention of the respondent that petitioner was working only on the availability of work and funds which fact is also not stipulated by necessary document. It is also the contention of the respondent that petitioner was working on bill basis only. In this regard it is important to peruse the mandays chart Ext. RW1/L. Ext. RW1/L describes the number of mandays for which the petitioner has allegedly worked with the respondent. In addition to this mandays chart the respondent has produced on record certain bills Ext. RW1/B, Ext. RW1/C, Ext. RW1/D, Ext. RW1/E and Ext. RW1/F and Ext. RW1/G, Ext. RW1/H, Ext. RW1/J and Ext. RW1/K. A perusal of the above documents show that though the petitioner is shown to have worked during the month of August, September, October, November, December by way of mandays chart Ext. RW1/L however bills pertaining to January, 2018 has also been produced as Ext. RW1/J. Similarly the mandays chart of January and February, 2019 have been produced while bill pertaining to only February, 2019 was produced before the court. There is clear discrepancy between mandays chart and the bills allegedly on the basis of which payment was being made to the petitioner. As already mentioned RW1 Shri Rajesh Kumar admitted that there was no appointment letter given to the petitioner to work on bill basis and he admitted that vide Ext. RW1/F to Ext. RW1/K the payment was being made to petitioner on monthly basis. It is the contention raised by the learned AR/Counsel for the petitioner that the respondent was deliberately not providing work to the petitioner. Respondent has not produced any one consistent record of the work done by the petitioner even though it is not disputed that petitioner remained working with the respondent for the year 2016, 2018 and 2019. RW1 has admitted that petitioner had worked continuously for seven months during the months preceding February, 2019. The inconsistency between the record of the employment of petitioner by the respondent points towards the fact that respondent has either not produced original record completely or has suppressed the material documents pertaining to the petitioner from this court. The copy of mandays chart and the bills shows that the petitioner was being employed on monthly payment basis as well as bill basis

alternatively but no proper record of his mandays was kept by the respondent. Learned AR/Counsel for the petitioner has relied upon the decision of the Hon'ble High Court of H.P. in **Ram Singh vs. State of Himachal Pradesh and others in CWP No.789 of 2024, decided on 4.7.2024** has observed in para nos. 5 and 6 as follows:—

> "5. It is not in dispute that the petitioner is serving with the respondents-Department since 2015 continuously by putting in more than 240 days in each calendar. It appears that in order to deny such kind of workmen, the benefits of regularization, respondent-State has come with the nomenclature of "bill basis" but, fact of the matter still remains that be it a daily wager or a bill basis worker, he is serving the Department regularly putting in more than 240 days in each calendar.
>
> 6. This Court of the considered view that the distinction, which is now being created by the respondents- Department between a daily wage worker and a bill base worker is violative of Article 14 of the Constitution of India. Be it a daily wage worker or a bill base worker, he is rendering the same service to the Department. Therefore, in the absence of their being any intelligible differentia between a daily wage worker and bill base worker, the classification that has been made by the Department cannot pass the touch stone of Article 14 of the Constitution of India".

14. In these circumstances of the present case also the respondent has availed the services of the petitioner from August 2016 and intentionally provided breaks to him so that he could not complete continuous service of 240 days during the period of his employment. It is already mentioned that respondent is not able to prove any document to show that they were devoid of funds and work for the period for which the petitioner was not provided any work. RW1 Shri Rajesh Kumar has admitted that they have never issued any notice to the petitioner to report to work. The respondent is not able to establish that the petitioner had abandoned the work out of his own free will after February, 2019. They have also not issued any notice to the petitioner when other persons were being re-employed even as per the orders of this court. Thus the respondent has committed violation of basic provision of the Industrial Disputes Act, 1947 and resorted to unfair labour practice by alternatively deploying the petitioner on monthly basis and bill basis not letting him to complete the period of continuous service of 240 days. Accordingly issue no.1 is decided in the favour of the petitioner.

Issue No 2.

15. The petitioner has been able to establish that he was employed by the respondent in August, 2016. Thereafter he has asserted that that he continuously worked with the respondent till February, 2019. The oral evidence of the respondent and document produced by them are not consistent in order to derive exact period for which petitioner had worked with the respondent. It is however clear that petitioner had completed seven years of continuous service preceding his termination in February, 2019. In the absence of any evidence it cannot be held that the respondent did not have any funds in order to give employment to the petitioner hence the time to time termination of the service of the petitioner between the year August, 2016 to February, 2019 is liable to be considered as a continuous service period of service and the petitioner is held entitled to be reinstated in similar post on similar post along-with seniority and continuity of service from date of his initial engagement and compensation of Rs.50,000/-.

Issues No. 3, 4 and 5

16. The onus of proving these issues was on the respondent. The respondent has not produced any evidence to show that petitioner was employed by Bio Diversity Conservator DC

Society for the period he was working with the respondent. There is nothing to show that petitioner has suppressed material facts in this case. Hence issues no. 3,4 and 5 are decided in the favour of the petitioner and against the respondent.

RELIEF

17. In view of my discussion on the issues no. 1 to 5 above, the claim petition succeeds and is partly allowed. the service of the petitioner between the year August, 2016 to February, 2019 is liable to be considered as continuous service period of service, the petitioner is held entitled to be reinstated in similar post on similar post along-with seniority and continuity of service and compensation of Rs.50,000/-. Parties are left to bear their own costs.

18. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 26th day of September, 2025.

Sd/-
(PARVEEN CHAUHAN)
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.

GENERAL ADMINISTRATION DEPARTMENT

NOTIFICATION

Dated, the 26th December, 2025

No. GAD-B(F)5-3/2025.—In continuation of this Department Notifications of even number dated 23-08-2025, 26-09-2025 and 8-10-2025 the Governor, Himachal Pradesh is pleased to nominate the following members in the Himachal Pradesh Brahmin Kalyan Board with immediate effect:—

Sl. No.	Name and Address
1.	Sh. Chaman Lal Sharma, V.P.O. Mehal, Tehsil Bhoranj, Distt. Hamirpur
2.	Sh. Roshan Lal Sharma, V.P.O. Jahu, Tehsil Jahu, Distt. Hamirpur
3.	Sh. Sanjeev Sharma. Vill Jauh, P.O. Chamboh, Tehsil Bhoranj, Distt. Hamirpur
4.	Sh. Pawan Sharma s/o Sh. Jai Dev Sharma, Vill. Pabo, P.O. Jhamehar, Sub-Tehsil Makriri, Distt. Mandi.
5.	Sh. Ravinder Sharma, Vill. Sagnehar, P.O. Chauntra, Tehsil Joginder Nagar, Distt. Mandi.
6.	Sh. Vimal Bhardwaj s/o Sh. Shati Swaroop Sharma, Vill. Bhujru, P.O. Bhararoo, Tehsil Joginder Nagar, Distt. Mandi, H.P.

7.	Sh. Dharam Chand s/o Late Jagdish Chand, Vill Bharol, P.O. & Tehsil Lad Bharol, Distt. Mandi, H.P.
8.	Sh. Suresh Sharma s/o Late Sh. Roshan Lal Sharma, Vill. Batdhar, P.O. Nauhli, Tehsil Joginder Nagar, Distt. Mandi.

The tenure of the Board shall be 3 years from the date of constitution of the board.

The terms and conditions for granting TA/DA to the non-official members of the board will be the same as issued from time to time by the Government.

By order,

Secretary (GAD).

LAW DEPARTMENT

NOTICE

Shimla-2, the 15th December, 2025

No. LLR-E (9)-6/2023-Legn.—Whereas, the following Advocate of District Sirmaur, H.P. has applied for appointment of notary in the place and area mentioned against his name under rule 4 of the Notaries Rules, 1956;

Sl. No.	Name of Applicant	Area for which he has applied for appointment of Notary
1.	Sh. Mata Ram, Advocate s/o Sh. Tulsi Ram, r/o V.P.O. Kharkahan, Tehsil Shillai, District Sirmaur (H.P.)-173 027.	Sub-Division Shillai, District Sirmaur

Therefore, I undersigned in exercise of the powers conferred *vide* Government Notification No. LLR–A(2)-1/2014-Leg. Dated 12th August, 2025, hereby issue notice under rule 6 of the Notaries Rules, 1956, for the information of general public for inviting objections, if any, within a period of seven days from the date of publication of this notice in the Rajpatra (e-Gazette), Himachal Pradesh against his appointment as notary in Sub-Division Shillai, District Sirmaur.

Sd/-
(JYOTI RAM CHAUHAN),
Competent Authority,
DLR-cum-*Deputy Secretary (Law-Eng.).*

ब अदालत नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, उप–तहसील पुखरी, जिला चम्बा, हिमाचल प्रदेश

जोगिन्द्र सिंह पुत्र श्री किरपा राम, गांव व डाकघर कन्दला, उप–तहसील पुखरी, जिला चम्बा (हि0प्र0) .. वादी।

बनाम

आम जनता एवं ग्राम पंचायत कन्दला, विकास खण्ड चम्बा .. प्रतिवादी।

विषय.––जन्म तिथि प्रविष्ट करने बारा।

इस अदालत में उप–मण्डलाधिकारी (ना0) महोदय चम्बा के कार्यालय पृष्ठांकन संख्या 6422/2025, दिनांक 12–12–2025 के माध्यम से प्राप्त दस्तावेज क्रमशः (1) जिला पंजीकरण (जन्म एवं मृत्यु) मुख्य चिकित्सा अधिकारी चम्बा के कार्यालय पत्र संख्या HFW-B&D/CMO-CBA/2025/24911, दिनांक 10–12–2025, (2) शपथ पत्र आवेदक, (3) जन्म रिपोर्ट, (4) अप्राप्यता प्रमाण–पत्र, (5) आधार कार्ड, (6) परिवार रजिस्टर नकल जिसमें आवेदक जोगिन्द्र सिंह पुत्र श्री किरपा राम, गांव व डाकघर कन्दला, ग्राम पंचायत कन्दला, उप–तहसील पुखरी, जिला चम्बा (हि0प्र0) की जन्म तिथि किन्हीं कारणों से पंचायत अभिलेख में दर्ज करने से रह गई है। परिणामस्वरूप पंचायत जन्म पंजीकरण रजिस्टर में आवेदक जोगिन्द्र सिंह पुत्र श्री किरपा राम, गांव व डाकघर कन्दला का नाम एवं जन्म तिथि दर्ज न हुआ है जो नियमानुसार अनिवार्य है। इस विषय की पुष्टि शपथ–पत्र व जारी जन्म रिपोर्ट जो जिला पंजीकरण जन्म एवं मृत्यु अधिकारी चम्बा ने अपने प्रमाण–पत्र जो दिनांक 10–12–2025 को जारी हुआ है, उसमें की है।

अतः सर्वसाधारण को इस नोटिस के माध्यम से सूचित किया जाता है कि जोगिन्द्र सिंह पुत्र श्री किरपा राम, गांव व डाकघर कन्दला, उप–तहसील पुखरी, जिला चम्बा की जन्म तिथि 16–10–1963 जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के प्रावधानों के अन्तर्गत पंचायत के सम्बन्धित अभिलेख अथवा जिला पंजीकरण (जन्म एवं मृत्यु) द्वारा अभिलेख में दर्ज करने के आदेश पारित किये जाने हैं। अगर किसी को इस संबंध में कोई आपत्ति हो तो वह इस अदालत में नोटिस (इश्तहार) के जारी होने के एक माह के भीतर अपनी आपत्ति दर्ज करवा सकता है। निर्धारित अवधि में आपत्ति न आने की सूरत में आवेदक जोगिन्द्र सिंह पुत्र श्री किरपा राम, गांव व डाकघर कन्दला की जन्म तिथि सम्बन्धित अभिलेख में दर्ज करने के आदेश ग्राम पंचायत सचिव कन्दला को पारित कर दिये जाएंगे।

आज दिनांक 19–12–2025 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर। हस्ताक्षरित / –
नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी,
उप–तहसील पुखरी, जिला चम्बा (हि0प्र0)।

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ब अदालत डीसी राणा, नायब तहसीलदार एवं कार्यकारी मैजिस्ट्रेट, सलूणी, जिला चम्बा, हिमाचल प्रदेश

श्रीमती रजिया पत्नी रफी मुहम्मद, निवासी गांव इछलोई, परगना किहार, तहसील सलूणी, जिला चम्बा (हि0प्र0) .. वादिया।

बनाम

आम जनता .. प्रतिवादी।

उनवान मुकद्दमा.––जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के अन्तर्गत विलम्बित जन्म / मृत्यु पंजीकरण करने बारे।

श्रीमती रजिया पत्नी श्री रफी मुहम्मद, निवासी गांव इछलोई, परगना किहार, तहसील सलूणी, जिला चम्बा (हि0प्र0) ने इस न्यायालय में प्रार्थना–पत्र गुजार कर निवेदन किया है कि उनके पुत्र समी का जन्म 24–04–2010 को ग्राम पंचायत सूरी, तहसील सलूणी, जिला चम्बा, हिमाचल प्रदेश में हुआ था, लेकिन वो अज्ञानतावश उनके जन्म का पंजीकरण ग्राम पंचायत सूरी, तहसील सलूणी, जिला चम्बा के जन्म एवं मृत्यु रजिस्टर में दर्ज नहीं करवा सके। अतः ग्राम पंचायत सूरी के जन्म एवं मृत्यु रजिस्टर में उनके पुत्र के जन्म का विलम्बित पंजीकरण करने के आदेश पारित किए जाएं।

अतः उपरोक्त जन्म पंजीकरण बारे सर्वसाधारण व आम जनता को इस राजपत्र इश्तहार व मुनादी द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त जन्म पंजीकरण बारे कोई उजर / एतराज हो तो उजरकर्ता दिनांक 17–01–2026 को प्रातः 10.00 बजे इस मुकद्दमा की पैरवी हेतु व्यक्तिगत रूप से अथवा किसी अधिकृत एजैन्ट के माध्यम से या किसी अधिवक्ता के माध्यम से इस न्यायालय में उपस्थित होकर उजर पेश कर सकता है। गैरहाजिरी की सूरत में मुताबिक प्रार्थना–पत्र जन्म पंजीकरण करने हेतु आदेश पारित कर दिये जाएंगे एवं तारीख पेशी अर्थात् 17–01–2026 के बाद कोई भी उजर / एतराज विचारणीय न होगा।

आज दिनांक 12–12–2025 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर। हस्ताक्षरित / –
नायब तहसीलदार एवं कार्यकारी मैजिस्ट्रेट,
सलूणी, जिला चम्बा (हि0प्र0)।

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**ब अदालत डीसी राणा, तहसीलदार एवं कार्यकारी मैजिस्ट्रेट, सलूणी,
जिला चम्बा, हिमाचल प्रदेश**

श्रीमती सफीका पुत्री खैर मुहम्मद, निवासी गांव लहरोग, परगना किहार, तहसील सलूणी, जिला चम्बा (हि0प्र0) .. वादिया।

बनाम

आम जनता .. प्रतिवादी।

उनवान मुकद्दमा.––जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के अन्तर्गत विलम्बित जन्म / मृत्यु पंजीकरण करने बारे।

श्रीमती सफीका पुत्री खैर मुहम्मद, निवासी गांव लहरोग, परगना किहार, तहसील सलूणी, जिला चम्बा हिमाचल प्रदेश ने इस न्यायालय में प्रार्थना–पत्र गुजार कर निवेदन किया है कि उसका जन्म 01–01–1958 को ग्राम पंचायत किहार, तहसील सलूणी, जिला चम्बा, हिमाचल प्रदेश में हुआ था, लेकिन अज्ञानतावश वे अपने जन्म का पंजीकरण ग्राम पंचायत किहार, तहसील सलूणी, जिला चम्बा के जन्म एवं मृत्यु रजिस्टर में

दर्ज नहीं करवा सके। अतः ग्राम पंचायत किहार के जन्म एवं मृत्यु रजिस्टर में उनके जन्म का विलम्बित पंजीकरण करने के आदेश पारित किए जाएं।

अतः उपरोक्त जन्म पंजीकरण बारे सर्वसाधारण व आम जनता को इस राजपत्र इश्तहार व मुनादी द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त जन्म पंजीकरण बारे कोई उजर / एतराज हो तो उजरकर्ता दिनांक 17–01–2026 को प्रातः 10.00 बजे इस मुकद्दमा की पैरवी हेतु व्यक्तिगत रूप से अथवा किसी अधिकृत एजैन्ट के माध्यम से या किसी अधिवक्ता के माध्यम से इस न्यायालय में उपस्थित होकर उजर पेश कर सकता है। गैरहाजिरी की सूरत में मुताबिक प्रार्थना–पत्र जन्म पंजीकरण करने हेतु आदेश पारित कर दिये जाएंगे एवं तारीख पेशी अर्थात् 17–01–2026 के बाद कोई भी उजर / एतराज विचारणीय न होगा।

आज दिनांक 12–12–2025 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर। हस्ताक्षरित / –
नायब तहसीलदार एवं कार्यकारी मैजिस्ट्रेट,
सलूणी, जिला चम्बा (हि0प्र0)।

————————

ब अदालत नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, उप–तहसील पुखरी, जिला चम्बा, हिमाचल प्रदेश

संजीव कुमार पुत्र श्री प्रहलाद राम, गांव भंडार, डाकघर राजनगर, उप–तहसील पुखरी, जिला चम्बा (हि0प्र0)। .. वादी।

बनाम

आम जनता एवं ग्राम पंचायत रूपणी, विकास खण्ड चम्बा .. प्रतिवादी।

विषय.––जन्म तिथि प्रविष्ट करने बारा।

इस अदालत में उप–मण्डलाधिकारी (ना0) महोदय चम्बा के कार्यालय पृष्ठांकन संख्या 6221/2025, दिनांक 12–12–2025 के माध्यम से प्राप्त दस्तावेज क्रमशः (1) जिला पंजीकरण (जन्म एवं मृत्यु) मुख्य चिकित्सा अधिकारी चम्बा के कार्यालय पत्र–संख्या HFW-B&D/CMO-CBA/2025/24901, दिनांक 10–12–2025, (2) शपथ पत्र आवेदक, (3) जन्म रिपोर्ट, (4) अप्राप्यता प्रमाण–पत्र, (5) आधार कार्ड, (6) परिवार रजिस्टर नकल, जिसमें आवेदक संजीव कुमार पुत्र श्री प्रहलाद राम, गांव भंडार, डाकघर राजनगर, ग्राम पंचायत रूपणी, उप–तहसील पुखरी, जिला चम्बा (हि0प्र0) की जन्म तिथि किन्हीं कारणों से पंचायत अभिलेख में दर्ज करने से रह गई है। परिणाम स्वरूप पंचायत जन्म पंजीकरण रजिस्टर में आवेदक संजीव कुमार पुत्र श्री प्रहलाद राम, गांव भंडार, डाकघर राजनगर का नाम एवं जन्म तिथि दर्ज न हुआ है, जो नियमानुसार अनिवार्य है। इस विषय की पुष्टि शपथ–पत्र व जारी जन्म रिपोर्ट जो जिला पंजीकरण, जन्म एवं मृत्यु अधिकारी, चम्बा ने अपने प्रमाण–पत्र जो दिनांक 10–12–2025 को जारी हुआ है, उसमें की है।

अतः सर्वसाधारण को इस नोटिस के माध्यम से सूचित किया जाता है कि संजीव कुमार पुत्र श्री प्रहलाद राम, गांव भंडार, डाकघर राजनगर, उप–तहसील पुखरी, जिला चम्बा की जन्म तिथि 04–09–1975 जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के प्रावधानों के अन्तर्गत पंचायत के सम्बन्धित अभिलेख अथवा जिला पंजीकरण (जन्म एवं मृत्यु) द्वारा अभिलेख में दर्ज करने के आदेश पारित किये जाने हैं। अगर किसी को इस सम्बन्ध में कोई आपत्ति हो तो वह इस अदालत में नोटिस (इश्तहार) के जारी होने के एक माह के भीतर अपनी आपत्ति दर्ज करवा सकता है। निर्धारित अवधि में आपत्ति न आने की सूरत में

आवेदक संजीव कुमार पुत्र श्री प्रहलाद राम, गांव भंडार, डाकघर राजनगर की जन्म तिथि सम्बन्धित अभिलेख में दर्ज करने के आदेश ग्राम पंचायत सचिव, रूपणी को पारित कर दिये जाएंगे।

आज दिनांक 15–12–2025 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर। हस्ताक्षरित / –
नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी,
उप–तहसील पुखरी, जिला चम्बा (हि0प्र0)।

———————

In the Court of Swati Dogra, HPAS, Marriage Officer-cum-Sub-Divisional Magistrate, Barsar, District Hamirpur (H.P.)

In the matter of :

1. Sh. Sunny Kumar s/o Sh. Ramesh Chand, r/o Village Uled, P.O. Ropari, Tehsil Barsar, District Hamirpur (H.P.).
2. Ms. Kashish d/o Sh. Dharminder Kumar, r/o House No. 7/78, Mahalla Malkana, Kapurthala (Pb.)-144601 .. *Applicants.*

Versus

General Public

Subject. — Notice for Registration of Marriage.

Sh. Sunny Kumar & Ms. Kashish have filed an application under section 15 & 16 of Special Marriage Act, 1954 alongwith affidavits and supporting documents in the court of undersigned, stating therein that they have solemnized their marriage on 12-12-2025.

Therefore, the general public is hereby informed through this notice that if any person having any objection regarding this marriage, may file his/her objections personally or in writing, before this court on or before 15-01-2026. In case no objection is received by 15-01-2026, it will be presumed that there is no objection to the registration of the above said marriage and the same will be registered accordingly.

Issued under my hand and seal of the court on 19-12-2025.

Seal. Sd/-
Marriage Officer-cum-*SDM,*
Sub-Division Barsar (H.P.).

———————

In the Court of Swati Dogra, HPAS, Marriage Officer-cum-Sub-Divisional Magistrate, Barsar, District Hamirpur (H.P.)

In the matter of :

1. Sh. Vijay Kumar s/o Sh. Chhangu Ram, r/o Village Badgaon, P.O. Naghiar, Tehsil Jhandutta, District Bilaspur (H.P.) at present Village & P.O. Bhakreri, Tehsil Barsar, District Hamirpur (H.P.)

2. Ms. Vanshika Devi d/o Sh. Suresh Kumar, r/o Village Sanihal, P.O. Ram Nagar, Tehsil Indora, District Kangra (H.P.) .. *Applicants.*

Versus

General Public

Subject. — Notice of Intended Marriage.

Sh. Vijay Kumar & Ms. Vanshika Devi have filed an application under section 5 of Special Marriage Act, 1954 alongwith affidavits and supporting documents in the court of undersigned in which they have stated that they intend to solemnize their marriage within next three calendar months.

Therefore, the general public is hereby informed through this notice that if any person having any objection regarding this marriage, may file his/her objections personally or in writing, before this court on or before 28-01-2026. In case no objection is received by 28-01-2026, it will be presumed that there is no objection to the registration of the above said marriage and the same will be registered accordingly.

Issued under my hand and seal of the court on 10-12-2025.

Seal. Sd/-
Marriage Officer-cum-*SDM,*
Sub-Division Barsar (H.P.).

In the Court of Swati Dogra, HPAS, Marriage Officer-cum-Sub-Divisional Magistrate, Barsar, District Hamirpur (H.P.)

In the matter of :

1. Sh. Ankit Thakur s/o Late Sh. Baljit Singh, r/o Village & P.O. Sour, Sub-Tehsil Bhota, Tehsil Barsar, District Hamirpur (H.P.)

2. Ms. Sakshi d/o Sh. Joginder Pal, r/o Village Khann, P.O. Dhangota, Tehsil Dhatwal at Bijhari, District Hamirpur (H.P.) .. *Applicants.*

Versus

General Public

Subject. — Notice of Intended Marriage.

Sh. Ankit Thakur & Ms. Sakshi have filed an application under section 5 of Special Marriage Act, 1954 alongwith affidavits and supporting documents in the court of undersigned in which they have stated that they intend to solemnize their marriage within next three calendar months.

Therefore, the general public is hereby informed through this notice that if any person having any objection regarding this marriage, may file his/her objections personally or in writing, before this court on or before 28-01-2026. In case no objection is received by 28-01-2026, it will be presumed that there is no objection to the registration of the above said marriage and the same will be registered accordingly.

Issued under my hand and seal of the court on 19-12-2025.

Seal.

Sd/-
Marriage Officer-cum-*SDM,*
Sub-Division Barsar (H.P.).

In the Court of Swati Dogra, HPAS, Marriage Officer-cum-Sub-Divisional Magistrate, Barsar, District Hamirpur (H.P.)

In the matter of :

1. Sh. Manoj Kumar s/o Sh. Hukam Chand, r/o Village Pant, P.O. Bharoli Kutiara, Tehsil Jawalamukhi, District Kangra (H.P.)

2. Ms. Muskan d/o Sh. Dharminder Kumar, r/o House No. 7/78, Mahalla Malkana, Kapurthala (Pb)-144601 .. *Applicants.*

Versus

General Public

Subject. — Notice for Registration of Marriage.

Sh. Manoj Kumar & Ms. Muskan have filed an application under section 15 & 16 of Special Marriage Act, 1954 alongwith affidavits and supporting documents in the court of undersigned, stating therein that they have solemnized their marriage on 12-12-2025.

Therefore, the general public is hereby informed through this notice that if any person having any objection regarding this marriage, may file his/her objections personally or in writing, before this court on or before 15-01-2026. In case no objection is received by 15-01-2026, it will be presumed that there is no objection to the registration of the above said marriage and the same will be registered accordingly.

Issued under my hand and seal of the court on 19-12-2025.

Seal.

Sd/-
Marriage Officer-cum-*SDM,*
Sub-Division Barsar (H.P.).

In the Court of Sh. Sanjeet Singh, HPAS, Marriage Officer-cum-Sub-Divisional Magistrate, Hamirpur (H.P.)

In the matter of :

1. Sh. Vikram Chaudhary s/o Sh. Balbir Singh, r/o Village Nalhwin, P.O. Aghar, Tehsil & District Hamirpur (H.P.)

2. Smt. Sangeeta d/o Sh. Ashok Kumar, r/o V.P.O. Pangi, Tehsil Kalpa, District Kinnaur (H.P) .. *Applicants.*

Versus

General Public

Subject. — Notice for Registration of Marriage.

Sh. Vikram Chaudhary & Smt. Sangeeta have filed an application under section 5 of Special Marriage Act, 1954 alongwith affidavits and supporting documents in the court of undersigned in which they have stated that they intend to solemnize their marriage within next three calendar months.

Therefore, the general public is hereby informed through this notice that if any person having any objection regarding this marriage, may file his/her objections personally or in writing, before this court on or before 16-01-2026. In case no objection is received by 16-01-2026, it will be presumed that there is no objection to the registration of the above said marriage and the same will be registered accordingly.

Issued under my hand and seal of the court on 16-12-2025.

Seal. Sd/-
Marriage Officer-cum-*SDM,*
Sub-Division Hamirpur (H.P.).

In the Court of Sh. Sanjeet Singh, HPAS, Marriage Officer-cum-Sub-Divisional Magistrate, Hamirpur (H.P.)

In the matter of :

1. Sh. Sameer Chaudhary s/o Sh. Vijay Kumar, r/o Village Ghurar, P.O. Lambloo, Tehsil & District Hamirpur (H.P.)

2. Smt. Sapna Devi d/o Sh. Jai Lal, r/o Village Rajpura, P.O. Noa, Tehsil Sadar, District Bilaspur (H.P) ..

Versus

General Public

Subject. — Notice for Registration of Marriage.

Sh. Sameer Chaudhary & Smt. Sapna Devi have filed an application under section 15 & 16 of Special Marriage Act, 1954 alongwith affidavits and supporting documents before the Court of undersigned, stating therein that their marriage ceremony has been performed on 28-10-2025 at Gasota Mahadev Mandir, Village Gasota, Tehsil & District Hamirpur (H.P.) according to Hindu rites and customs.

Therefore, the general public is hereby informed through this notice that if any person having any objection regarding this marriage, may file his/her objections personally or in writing, before this court on or before 16-01-2026. In case no objection is received by 16-01-2026, it will be presumed that there is no objection to the registration of the above said marriage and the same will be registered accordingly.

Issued under my hand and seal of the court on 16-12-2025.

Seal.

Sd/-
Marriage Officer-cum-*SDM,*
Sub-Division Hamirpur (H.P.).

In the Court of Sh. Sanjeet Singh, HPAS, Marriage Officer-cum-Sub-Divisional Magistrate, Hamirpur (H.P.)

In the matter of :

1. Sh. Sunny Singh Rana s/o Sh. Mukesh Raj, r/o Village Dasmal, P.O. Dimmi, Tehsil Bamson at Tauni Devi, District Hamirpur (H.P.)

2. Smt. Babita d/o Sh. Sunil Kumar, r/o Village Tikkar Buhla, P.O. Kanjian, Tehsil Bamson at Tauni Devi, District Hamirpur (H.P) ..

Versus

General Public

Subject. — Notice for Registration of Marriage.

Sh. Sunny Singh Rana & Smt. Babita have filed an application under section 15 & 16 of Special Marriage Act, 1954 alongwith affidavits and supporting documents before the Court of undersigned, stating therein that their marriage ceremony has been performed on 07-12-2025 at Awah Devi Mandir, Tehsil Bamson at Tauni Devi, District Hamirpur (H.P) according to Hindu rites and customs.

Therefore, the general public is hereby informed through this notice that if any person having any objection regarding this marriage, may file his/her objections personally or in writing,

before this court on or before 15-01-2026. In case no objection is received by 15-01-2026, it will be presumed that there is no objection to the registration of the above said marriage and the same will be registered accordingly.

Issued under my hand and seal of the court on 16-12-2025.

Seal. Sd/-
Marriage Officer-cum-*SDM,*
Sub-Division Hamirpur (H.P.).

In the Court of Sh. Sanjeet Singh, HPAS, Marriage Officer-cum-Sub-Divisional Magistrate, Hamirpur (H.P.)

In the matter of :

1. Sh. Rajan Sharma s/o Sh. Santosh Kumar, r/o Village Pansai, Tehsil Nadaun, District Hamirpur (H.P.)

2. Smt. Kalpana Sharma d/o Sh. Shesh Ram, r/o House No. 60, Ward No. 1, Hira Nagar, Hamirpur, Tehsil & District Hamirpur (H.P) ..

Versus

General Public

Subject. — Notice for Registration of Marriage.

Sh. Rajan Sharma & Smt. Kalpana Sharma have filed an application under section 15 & 16 of Special Marriage Act, 1954 alongwith affidavits and supporting documents before the Court of undersigned, stating therein that their marriage ceremony has been performed on 05-12-2025 at Santoshi Mata Mandir situated at Tikkar Katochan, Tehsil & District Hamirpur (H.P) according to Hindu rites and customs.

Therefore, the general public is hereby informed through this notice that if any person having any objection regarding this marriage, may file his/her objections personally or in writing, before this court on or before 21-01-2026. In case no objection is received by 21-01-2026, it will be presumed that there is no objection to the registration of the above said marriage and the same will be registered accordingly.

Issued under my hand and seal of the court on 16-12-2025.

Seal. Sd/-
Marriage Officer-cum-*SDM,*
Sub-Division Hamirpur (H.P.).

In the Court of Marriage Officer-cum**-Sub-Divisional Magistrate, Bhoranj,**
Distt. Hamirpur (H.P.)

1. Sh. Avinash s/o Sh. Dev Raj, r/o Village Jar, P.O. Karohta, Tehsil Bhoranj, District Hamirpur (H.P.), 23 years old.

2. Parti Giri d/o Sh. Gambir Giri, r/o Village Chilauni Forest Busty, Samsing Khasmaha, Darjeeling, West Bengal, 22 years old.

Versus

General Public

Sh. Avinash s/o Sh. Dev Raj, r/o Village Jar, P.O. Karohta, Tehsil Bhoranj, District Hamirpur (H.P.), 23 years old & Parti Giri d/o Sh. Gambir Giri, r/o Village Chilauni Forest Busty, Samsing Khasmaha, Darjeeling, West Bengal have filed an application alongwith affidavits in this court under section 16 of Special Marriage Act, 1954 (Central Act) as amended by the Marriage laws amendment by Act 01, 49 of 2001, that they have solemnized their marriage ceremony on dated 08-11-2025 at Village Jar, P.O. Karohta, Tehsil Bhoranj, District Hamirpur (H.P.) as per Hindu rites and customs and they are living together as husband and wife since then. Hence their marriage may be registered under Special Marriage Act, 1954.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage can file the objections personally or in writing, before this court on or before 22-01-2026. After that no objection will be entertained and marriage will be registered accordingly.

Issued today on 15-12-2025 under my hand and seal of the court.

Seal. Sd/-
Marriage Officer-cum-*SDM,*
Bhoranj, Distt. Hamirpur (H.P.).

In the Court of Marriage Officer-cum**-Sub-Divisional Magistrate, Bhoranj,**
Distt. Hamirpur (H.P.)

1. Som Singh s/o Sh. Amar Singh, r/o Village Buhla Bhoranj, P.O. & Tehsil Bhoranj, District Hamirpur (H.P.) aged 42 years old.

2. Pooja Devi d/o Sh. Babu Lal, r/o Village Uggi, Tehsil Nakodar, Distt Jalandhar, Punjab aged 19 years old.

Versus

General Public

Subject. — Notice of Intended Marriage.

Sh. Som Singh & Pooja Devi have filed an application under section 5 of Special Marriage Act, 1954 alongwith affidavits and supporting documents in the court of undersigned in which they have stated that they intend to solemnize their marriage within next three calendar months.

Therefore, the general public is hereby informed through this notice that if any person having any objection regarding this marriage can file objections personally or in writing, before this court on or before 20-01-2026. In case no objection is received by 20-01-2026, it will be presumed that there is no objection to the registration of the above said marriage and the same will be allowed accordingly.

Issued today on 15-12-2025 under my hand and seal of the court.

Seal. Sd/-
Marriage Officer-cum-*SDM,*
Bhoranj, Distt. Hamirpur, (H.P.).

In the Court of Executive Magistrate-cum-Naib Tehsildar, Dhatwal at Bijhari, Distt. Hamirpur (H.P.)

In the matter of :

Sheela Devi

Versus

General Public

Notice to General Public.

Smt. Sheela Devi d/o Sh. Sunder Ram, r/o Village Balla (Nandal), Tehsil Dhatwal at Bijhari, Distt. Hamirpur (H.P.) at present w/o Sh. Ishwar Dass r/o Village Paplohal Brahmna, P.O. Dandwin, Tehsil Dhatwal at Bijhari, Distt. Hamirpur (H.P.) has applied in this office for the entry of her date of birth which has taken place on 01-01-1961 but due to ignorance the same could not be entered in the record of Gram Panchayat Dhangota. The applicant in support of the facts of the event has submitted the requisite documents and the same have been perused accordingly.

General public is hereby informed through this notice that if any person having any objection regarding the entry of date of birth of the applicant which is 01-01-1961, they can file their objections either in writing or through their counsel within a period of 30 days from the date of issue of this notice, if no objection is received from any person regarding the date of birth which is 01-01-1961 the same will be registered accordingly.

Issued under my hand and seal of the court on 16-12-2025.

Seal. Sd/-
Executive Magistrate-cum-*Naib Tehsildar ,*
Dhatwal at Bijhari, District Hamirpur (H.P.).

In the Court of Executive Magistrate-cum**-Naib Tehsildar, Dhatwal at Bijhari, Distt. Hamirpur (H.P.)**

In the matter of :

Shakuntla Devi

Versus

General Public

Notice to General Public.

Smt. Shakuntla Devi d/o Sh. Bhagat Ram, r/o Village Jenehan, P.O. Samtana, Tehsil Dhatwal at Bijhari, Distt. Hamirpur (H.P.) at present w/o Sh. Vishav Nath r/o Village Lakoh, P.O. Balh Bihal, Tehsil Dhatwal at Bijhari, Distt. Hamirpur (H.P.) has applied in this office for the entry of her date of birth which has taken place on 01-05-1967 but due to ignorance the same could not be entered in the record of Gram Panchayat Janehan. The applicant in support of the facts of the event has submitted the requisite documents and the same have been perused accordingly.

General public is hereby informed through this notice that if any person having any objection regarding the entry of date of birth of the applicant which is 01-05-1967, they can file their objections either in writing or through their counsel within a period of 30 days from the date of issue of this notice, if no objection is received from any person regarding the date of birth which is 01-05-1967 the same will be registered accordingly.

Issued under my hand and seal of the court on 19-12-2025.

Seal. Sd/-

Executive Magistrate-cum-*Naib Tehsildar , Dhatwal at Bijhari, District Hamirpur (H.P.).*

In the Court of Executive Magistrate-cum**-Naib Tehsildar, Dhatwal at Bijhari, Distt. Hamirpur (H.P.)**

In the matter of :

Roshani Devi

Versus

General Public

Notice to General Public.

Smt. Roshani Devi d/o Sh. Tulsi Ram, r/o Village Jajri, P.O. Raili Jajri, Tehsil Dhatwal at Bijhari, Distt. Hamirpur (H.P.) at present w/o Sh. Parkash Chand r/o Village Dalchera, Tehsil Dhatwal at Bijhari, Distt. Hamirpur (H.P.) has applied in this office for the entry of her date of birth which has taken place on 07-03-1976 but due to ignorance the same could not be entered in the

record of Gram Panchayat Jajri. The applicant in support of the facts of the event has submitted the requisite documents and the same have been perused accordingly.

General public is hereby informed through this notice that if any person having any objection regarding the entry of date of birth of the applicant which is 07-03-1976, they can file their objections either in writing or through their counsel within a period of 30 days from the date of issue of this notice, if no objection is received from any person regarding the date of birth which is 07-03-1976 the same will be registered accordingly.

Issued under my hand and seal of the court on 19-12-2025.

Seal. Sd/-
Executive Magistrate-cum-*Naib Tehsildar ,*
Dhatwal at Bijhari, District Hamirpur (H.P.).

In the Court of Executive Magistrate/Naib Tehsildar, Bhoranj,
Tehsil Bhoranj, District Hamirpur (H.P.)

Ms. Mandro Devi d/o Sh. Shankar Dass, r/o Village Paplah, P.O. Bhareri, Tehsil Bhoranj, District Hamirpur (H.P.). .. *Applicant.*

Versus

General Public . .*Respondent.*

Subject: — *Application u/s 13(3) of Birth and Death Registration Act, 1969.*

As per office letter number HFW-HMR (ST B & D) Del. -2024/2-24660, dated 03-11-2025 of District Registrar, Birth and Death Hamirpur, the application of Ms. Mandro Devi d/o Sh. Shankar Dass, r/o Village Paplah, P.O. Bhareri, Tehsil Bhoranj, District Hamirpur (H.P.) was received in this office along with the relevant records and affidavit. In which it is mentioned that he/she was born on 21-09-1965 however, the registration of the said birth could not be registered in the record of Gram Panchayat Paplah. The applicant now wants to get the above mentioned date of birth registered in Gram Panchayat Paplah. Therefore, through this notice the general public is intimated that if anyone has any objection regarding registration of the date of birth of Ms. Mandro Devi d/o Sh. Shankar Dass, r/o Village Paplah, P.O. Bhareri, Tehsil Bhoranj, District Hamirpur, (H.P.) as 21-09-1965 in the record of Gram Panchayat Paplah, he/she can present his/her objection by appearing in this court. In case of non-appearance, unilateral action will be implemented and further action will be taken.

Issued today 17-12-2025 under my hand and seal of the court.

Seal. Sd/-
Executive Magistrate,
Bhoranj, District Hamirpur (H.P.).

**In the Court of Executive Magistrate/Naib Tehsildar, Bhoranj,
Tehsil Bhoranj, District Hamirpur (H.P.)**

Mr. Dev Raj s/o Sh. Rama Ram, r/o Village Manoh Upperla, P.O. Karohta, Tehsil Bhoranj, District Hamirpur (H.P.). .. *Applicant.*

Versus

General Public . .*Respondent.*

Subject: — *Application u/s 13(3) of Birth and Death Registration Act, 1969.*

As per office letter number HFW-HMR (ST B & D) Del. -2024/2-21154, dated 15-09-2025 of District Registrar, Birth and Death Hamirpur, the application of Mr. Dev Raj s/o Sh. Rama Ram, r/o Village Manoh Upperla, P.O. Karohta, Tehsil Bhoranj, District Hamirpur (H.P.) was received in this office along with the relevant records and affidavit. In which it is mentioned that he/she was born on 09-04-1963 however, the registration of the said birth could not be registered in the record of Gram Panchayat Karohta. The applicant now wants to get the above mentioned date of birth registered in Gram Panchayat Karohta. Therefore, through this notice the general public is intimated that if anyone has any objection regarding registration of the date of birth of Mr. Dev Raj s/o Sh. Rama Ram, r/o Village Manoh Upperla, P.O. Karohta, Tehsil Bhoranj, District Hamirpur, (H.P.) as 09-04-1963 in the record of Gram Panchayat Karohta, he/she can present his/her objection by appearing in this court. In case of non-appearance, unilateral action will be implemented and further action will be taken.

Issued today 17-12-2025 under my hand and seal of the court.

Seal. Sd/-
Executive Magistrate,
Bhoranj, District Hamirpur (H.P.).

**ब अदालत सहायक समाहर्ता द्वितीय श्रेणी एवं नायब तहसीलदार,उप–तहसील भड़ोली,
जिला कांगड़ा (हि0प्र0)**

मिसल नं0 : 12 / C-BH/2025 तारीख दायरा : 16–12–2025 तारीख पेशी : 16–01–2025

किस्म मुकद्दमा : जन्म पंजीकरण।

उषा रानी पुत्री निरंजन सिंह, निवासी लुथान, डाकखाना सुधंगल, उप–तहसील भड़ोली, जिला कांगड़ा (हि0प्र0) .. प्रार्थिया।

बनाम

आम जनता .. प्रत्यार्थी।

प्रार्थना–पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत जन्म तिथि दर्ज करने बारे।

प्रार्थिया ने अधोहस्ताक्षरी के समक्ष स्वयं उपस्थित होकर प्रार्थना पत्र पेश करते हुए निवेदन किया है कि उसका जन्म दिनांक 10–07–1950 को हुआ है, परन्तु गलती व अज्ञानतावश स्थानीय ग्राम पंचायत लुथान के अभिलेख में दर्ज न करवाया गया है। जिसे ग्राम पंचायत लुथान के अभिलेख में दर्ज किया जाना अनिवार्य है।

अतः सर्वसाधारण को सुनवाई हेतु बजरिया इश्तहार व मुश्त्री मुनादी द्वारा सूचित किया जाता है कि यदि इस सम्बन्ध में किसी भी प्रकार का उजर या एतराज हो तो वह दिनांक 16–01–2026 को असालतन या वकालतन पेश होकर अपना एतराज दर्ज करवा सकता है। इसके उपरान्त कोई भी उजर / एतराज जेर समायत न होगा तथा उषा रानी पुत्री निरंजन सिंह, निवासी लुथान, डाकखाना सुधंगल, उप–तहसील भड़ोली, जिला कांगड़ा (हि0प्र0) हाल पत्नी फुला सिंह, निवासी चमेटी, डाकखाना कुन्ना, तहसील रक्कड़, जिला कांगड़ा (हि0प्र0) की जन्म तिथी 10–07–1950 जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के तहत ग्राम पंचायत सिल्ह के अभिलेख में दर्ज करने के आदेश पारित कर दिए जाएंगे।

आज दिनांक 16–12–2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी,
उप–तहसील भड़ोली, जिला कांगड़ा, हिमाचल प्रदेश।

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ब अदालत नायब तहसीलदार एवं सहायक समाहर्ता द्वितीय श्रेणी, उप–तहसील सुलह, जिला कांगड़ा (हि0प्र0)

किस्म मुकद्दमा : नाम दुरुस्ती तारीख पेशी : 28–01–2026

अनिल कुमार पुत्र पुरषोतम चन्द पुत्र जैमल, निवासी महाल घरथोली, पटवार वृत्त खडौठ, उप–तहसील सुलह, जिला कांगड़ा (हि0प्र0)

बनाम

आम जनता

विषय.––नाम दुरुस्ती करवाने बारे।

प्रार्थी अनिल कुमार पुत्र पुरषोतम चन्द पुत्र जैमल, निवासी महाल घरथोली, पटवार वृत्त खडौठ, उप–तहसील सुलह, जिला कांगड़ा (हि0प्र0) ने इस अदालत में प्रार्थना–पत्र स्कूल प्रमाण–पत्र व अन्य दस्तावेज आदि प्रस्तुत किए हैं कि प्रार्थी के पिता का सही नाम पुरषोतम चन्द पुत्र जैमल है। जबकि महाल घरथोली के राजस्व अभिलेख में सहवन घमीर चन्द पुत्र जैमल दर्ज कागजात माल है जोकि गलत है। अतः महाल घरथोली के राजस्व अभिलेख में प्रार्थी के पिता के नाम की दुरुस्ती की जाकर घमीर चन्द उपनाम पुरषोतम चन्द पुत्र जैमल सही नाम दर्ज कागजात माल किया जावे।

अतः इस इश्तहार राजपत्र इश्तहार / मुश्त्री मुनादी के माध्यम से आम जनता को सूचित किया जाता है कि उपरोक्त नाम की दुरुस्ती बारे किसी को कोई एतराज हो तो वह दिनांक 28–01–2026 को असालतन या वकालतन इस कार्यालय में हाजिर होकर उजर पेश कर सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जाकर आगामी आदेश पारित कर दिए जाएंगे।

आज दिनांक 06–12–2025 को मेरे हस्ताक्षर व मोहर सहित जारी किया गया।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता द्वितीय श्रेणी,
सुलह, जिला कांगड़ा (हि0प्र0)।

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ब अदालत नायब तहसीलदार एवं सहायक समाहर्ता द्वितीय श्रेणी, उप–तहसील सुलह, जिला कांगड़ा (हि0प्र0)

किस्म मुकद्दमा : नाम दुरुस्ती तारीख पेशी : 28–01–2026

भिन्दर कुमार पुत्र दूलो राम पुत्र परागा, निवासीयान महाल, गांव व डाकघर परौर खास, उप–तहसील सुलह, जिला कांगड़ा (हि0प्र0)

बनाम

आम जनता

विषय.––नाम दुरुस्ती करवाने बारे।

प्रार्थी भिन्दर कुमार पुत्र दूलो राम पुत्र परागा, निवासीयान महाल, गांव व डाकघर परौर खास, उप–तहसील सुलह, जिला कांगड़ा (हि0प्र0) ने इस अदालत में प्रार्थना–पत्र, स्कूल प्रमाण–पत्र, परिवार रजिस्टर नकल व अन्य दस्तावेज आदि प्रस्तुत किए हैं कि प्रार्थी का सही नाम भिन्दर कुमार पुत्र दूलो राम है। जबकि महाल मच्छलैना के राजस्व अभिलेख में सहवन विरेन्द्र कुमार पुत्र दूलो उपनाम दूलो राम दर्ज कागजात माल है जोकि गलत है। अतः महाल मच्छलैना के राजस्व अभिलेख में प्रार्थी के नाम की दुरुस्ती की जाकर विरेन्द्र कुमार उपनाम भिन्दर कुमार पुत्र दूलो राम सही नाम दर्ज कागजात माल किया जावे।

अतः इस राजपत्र इश्तहार / मुश्त्री मुनादी के माध्यम से आम जनता को सूचित किया जाता है कि उपरोक्त नाम की दुरुस्ती बारे किसी को कोई एतराज हो तो वह दिनांक 28–01–2026 को असालतन या वकालतन इस कार्यालय में हाजिर होकर उजर पेश कर सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जाकर आगामी आदेश पारित कर दिए जाएंगे।

आज दिनांक 06–12–2025 को मेरे हस्ताक्षर व मोहर सहित जारी किया गया।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता द्वितीय श्रेणी,
सुलह, जिला कांगड़ा (हि0प्र0)।

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ब अदालत नायब तहसीलदार एवं सहायक समाहर्ता द्वितीय श्रेणी, उप–तहसील सुलह, जिला कांगड़ा (हि0प्र0)

किस्म मुकद्दमा : नाम दुरुस्ती तारीख पेशी : 28–01–2026

भिन्दर कुमार पुत्र दूलो राम पुत्र परागा, निवासियान महाल, गांव व डाकघर परौर खास, उप–तहसील सुलह, जिला कांगड़ा (हि0प्र0)

बनाम

आम जनता

विषय.––नाम दुरुस्ती करवाने बारे।

प्रार्थी भिन्दर कुमार पुत्र दूलो राम पुत्र परागा, निवासीयान महाल, गांव व डाकघर परौर खास, उप–तहसील सुलह, जिला कांगड़ा (हि0प्र0) ने इस अदालत में प्रार्थना–पत्र, स्कूल प्रमाण–पत्र, परिवार रजिस्टर नकल व अन्य दस्तावेज आदि प्रस्तुत किए हैं कि प्रार्थी का सही नाम भिन्दर कुमार पुत्र दूलो राम है। जबकि महाल परौर खास के राजस्व अभिलेख में सहवन वरिन्दर कुमार पुत्र दूलो दर्ज कागजात माल है, जोकि गलत है। अतः महाल परौर खास के राजस्व अभिलेख में प्रार्थी के नाम की दुरुस्ती की जाकर वरिन्दर कुमार उपनाम भिन्दर कुमार पुत्र दूलो राम सही नाम दर्ज कागजात माल किया जावे।

अतः इस राजपत्र इश्तहार / मुश्त्री मुनादी के माध्यम से आम जनता को सूचित किया जाता है कि उपरोक्त नाम की दुरुस्ती बारे किसी को कोई एतराज हो तो वह दिनांक 28–01–2026 को असालतन या वकालतन इस कार्यालय में हाजिर होकर उजर पेश कर सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जाकर आगामी आदेश पारित कर दिए जाएंगे।

आज दिनांक 06–12–2025 को मेरे हस्ताक्षर व मोहर सहित जारी किया गया।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता द्वितीय श्रेणी,
सुलह, जिला कांगड़ा (हि0प्र0)।

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ब अदालत नायब तहसीलदार एवं सहायक समाहर्ता द्वितीय श्रेणी, उप–तहसील सुलह, जिला कांगड़ा (हि0प्र0)

किस्म मुकद्दमा : नाम दुरुस्ती तारीख पेशी : 28–01–2026

जसवीर सिंह पुत्र पटवारी पुत्र विशन दास, निवासी गांव कठारू, डाकघर भटटू, उप–तहसील सुलह, जिला कांगड़ा (हि0प्र0)

बनाम

आम जनता

विषय.––नाम दुरुस्ती करवाने बारे।

प्रार्थी जसवीर सिंह पुत्र पटवारी पुत्र विशन दास, निवासी गांव कठारू, डाकघर भटटू, उप–तहसील सुलह, जिला कांगड़ा (हि0प्र0) ने इस अदालत में प्रार्थना–पत्र, स्कूल त्याग प्रमाण–पत्र, परिवार रजिस्टर नकल, आधार कार्ड व अन्य दस्तावेज आदि प्रस्तुत किए हैं कि प्रार्थी का सही नाम जसवीर सिंह पुत्र पटवारी राम है। जबकि महाल कठारू के राजस्व अभिलेख में सहवन कुलविन्द्र कुमार पुत्र पटवारी दर्ज कागजात माल है जोकि गलत है। अतः महाल कठारू के राजस्व अभिलेख में प्रार्थी के नाम की दुरुस्ती की जाकर कुलविन्द्र कुमार उपनाम जसवीर सिंह पुत्र पटवारी सही नाम दर्ज कागजात माल किया जावे।

अतः इस राजपत्र इश्तहार / मुश्त्री मुनादी के माध्यम से आम जनता को सूचित किया जाता है कि उपरोक्त नाम की दुरुस्ती बारे किसी को कोई एतराज हो तो वह दिनांक 28–01–2026 को असालतन या

वकालतन इस कार्यालय में हाजिर होकर उजर पेश कर सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जाकर आगामी आदेश पारित कर दिए जाएंगे।

आज दिनांक 06–12–2025 को मेरे हस्ताक्षर व मोहर सहित जारी किया गया।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता द्वितीय श्रेणी,
सुलह, जिला कांगड़ा (हि0प्र0)।

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समक्ष तहसीलदार एवं सहायक समाहर्ता प्रथम श्रेणी, तहसील बड़ोह, जिला कांगड़ा, हि0प्र0

मिसल नं0 : 82181 / 2025 तारीख मजरुआ : 11–12–2025 तारीख पेशी : 07–01–2026

श्री पंकज शर्मा पुत्र श्री शम्भू राम पुत्र चरंजी लाल, निवासी महाल खपरेड़, मौजा कंडी, तहसील बड़ोह, जिला कांगड़ा, हि0प्र0 ..... प्रार्थी।

बनाम

आम जनता ..... फरीकदोयम।

दरख्वास्त बाबत नाम दुरुस्ती।

श्री पंकज शर्मा पुत्र श्री शम्भू राम पुत्र चरंजी लाल, निवासी महाल खपरेड़, मौजा कंडी, तहसील बड़ोह, जिला कांगड़ा, हि0प्र0 ने अदालत में दिनांक 11–12–2025 को प्रार्थना–पत्र प्रस्तुत करते हुए अपने प्रार्थना–पत्र में निवेदन किया है कि प्रार्थी का वास्तविक नाम पंकज शर्मा है, परन्तु प्रार्थी का नाम राजस्व अभिलेख महाल खपरेड़, महाल सपियाड़ा, महाल चकबन कण्डी में पंकज कुमार दर्ज हो चुका है, जोकि गलत दर्ज हुआ है। प्रार्थी ने अपने प्रार्थना–पत्र के समर्थन में आवाह्न पत्र तलबाना, नकल जमाबन्दी, स्व0 घोषणा पत्र, परिवार नकल, शिक्षा प्रमाण–पत्र, पैन कार्ड व आधार कार्ड साथ संलग्न कर रखे हैं। अब प्रार्थी ने अपने नाम की दुरुस्ती के आदेश पारित करने हेतु आग्रह किया है।

अतः इस इश्तहार के माध्यम से सर्वसाधारण आम जनता को सूचित किया जाता है कि किसी भी व्यक्ति को राजस्व अभिलेख महाल खपरेड़, महाल सपियाड़ा, महाल चकबन कण्डी में प्रार्थी का नाम पंकज कुमार के स्थान पर पंकज शर्मा पुत्र श्री शम्भू राम पुत्र चरंजी लाल, निवासी महाल खपरेड़, मौजा कंडी, तहसील बड़ोह, जिला कांगड़ा, हि0प्र0 दुरुस्ती करने बारे में कोई उजर / एतराज हो तो वह असालतन या वकालतन तारीख पेशी 07–01–2026 को 10.00 बजे इस अदालत में हाजिर होकर अपना उजर / एतराज पेश कर सकता है। बसूरत गैरहाजिरी एकतरफा कार्यवाही अमल में लाई जाएगी और नाम दुरुस्ती दर्ज करने के आदेश पारित कर दिए जाएंगे।

यह इश्तहार आज दिनांक 11–12–2025 को मेरे हस्ताक्षर व मोहर सहित अदालत से जारी हुआ है।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता प्रथम श्रेणी,
बड़ोह, जिला कांगड़ा, हि0प्र0।

ब अदालत नायब तहसीलदार एवं सहायक समाहर्ता प्रथम श्रेणी,
थुरल, जिला कांगड़ा (हि0प्र0)

किस्म मुकद्दमा : दुरुस्ती नाम तारीख पेशी : 09–01–2026

श्री सुनील कुमार पुत्र अजीत सिंह, निवासी महाल टम्बर, मौजा आलमपुर, तहसील थुरल, जिला कांगड़ा (हि0प्र0) .. प्रार्थी।

बनाम

आम जनता .. प्रतिवादी।

विषय.––प्रार्थना–पत्र दुरुस्ती नाम राजस्व अभिलेख महाल कौना, टम्बर व घरथु, मौजा आलमपुर, तहसील थुरल, जिला कांगड़ा, हि0प्र0।

श्री सुनील कुमार पुत्र अजीत सिंह, निवासी महाल टम्बर, मौजा आलमपुर, तहसील थुरल, जिला कांगड़ा (हि0प्र0) ने एक प्रार्थना–पत्र मय शपथ–पत्र पीठासीन अधिकारी के समक्ष प्रस्तुत करते हुए अनुरोध किया है कि उसके पिता का नाम मृत्यु प्रमाण–पत्र में अजीत सिंह दर्ज है व उनका विख्यात व सही नाम भी अजीत सिंह ही है। परन्तु प्रार्थी के पिता का नाम राजस्व अभिलेख महाल कौना, टमबर व घरथु, तहसील थुरल में उनका नाम जीत सिंह पुत्र भगेल सिंह पुत्र साधू सिंह दर्ज है। अतः प्रार्थी अब अपने पिता के नाम की राजस्व अभिलेख महाल कौना, टमबर व घरथु, तहसील थुरल में दुरुस्ती करवा करके जीत के बजाये जीत सिंह उपनाम अजीत सिंह करवाना चाहता है।

अतः प्रार्थी का आवेदन स्वीकार करते हुए, इस मुस्त्री मुनादी चस्पांगी व इश्तहार अखबारी के माध्यम से आम जनता को सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त प्रार्थी के पिता के नाम की राजस्व अभिलेख महाल कौना, टमबर व घरथु, तहसील थुरल में जीत सिंह के बजाये जीत सिंह उपनाम अजीत सिंह दर्ज करवाने बारे किसी किस्म की आपत्ति या उजर हो तो वो तारीख पेशी 09–01–2026 को असालतन या वकालतन हाजिर अदालत होकर अपना उजर पेश कर सकता है। अन्यथा बाद तारीख पेशी किसी किस्म का उजर एवं एतराज नहीं सुना जावेगा व नाम दुरुस्ती का आदेश पारित कर दिया जाएगा।

यह इश्तहार आज दिनांक 09–12–2025 को मोहर अदालत व मेरे हस्ताक्षर से जारी हुआ।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता प्रथम श्रेणी,
थुरल, जिला कांगड़ा (हि0प्र0)।

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ब अदालत नायब तहसीलदार एवं सहायक समाहर्ता प्रथम श्रेणी,
थुरल, जिला कांगड़ा (हि0प्र0)

किस्म मुकद्दमा : दुरुस्ती नाम तारीख पेशी : 09–01–2026

श्रीमती रेनू वाला पुत्री अशोक कुमार, निवासी महाल नलेहड, डाकघर व तहसील थुरल, जिला कांगड़ा (हि0प्र0) .. प्रार्थी।

बनाम

आम जनता ..... प्रतिवादी।

विषय.––प्रार्थना–पत्र दुरुस्ती नाम राजस्व अभिलेख महाल नलेहड, मौजा व तहसील थुरल, जिला कांगड़ा, हि0प्र0।

प्रार्थिया श्रीमती रेनू वाला पुत्री अशोक कुमार, निवासी महाल नलेहड, डाकघर व तहसील थुरल, जिला कांगड़ा (हि0प्र0) ने एक प्रार्थना–पत्र मय शपथ–पत्र पीठासीन अधिकारी के समक्ष प्रस्तुत करते हुए अनुरोध किया है कि उसका नाम आधार कार्ड में श्रीमती रेनू वाला दर्ज है व उसका विख्यात व सही नाम भी रेनू वाला ही है। परन्तु राजस्व अभिलेख महाल नलेहड़, तहसील थुरल में उसका नाम रीनू वाला गलत दर्ज हो गया है। अतः प्रार्थिया अब अपने नाम की राजस्व अभिलेख महाल नलेहड, तहसील थुरल में दुरुस्ती करवा करके रेनू वाला करवाना चाहती है।

अतः प्रार्थिया का आवेदन स्वीकार करते हुए, इस मुस्त्री मुनादी चस्पांगी व इश्तहार अखबारी के माध्यम से आम जनता को सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त प्रार्थिया के नाम की राजस्व अभिलेख महाल नलेहड, तहसील में थुरल रीनू वाला के बजाये रीनू वाला उपनाम रेनू वाला दर्ज करवाने बारे किसी किस्म की आपत्ति या उजर हो तो वो तारीख पेशी 09–01–2026 को असालतन या वकालतन हाजिर अदालत होकर अपना उजर पेश कर सकता है। अन्यथा बाद तारीख पेशी किसी किस्म का उजर एवं एतराज नहीं सुना जावेगा व नाम दुरुस्ती का आदेश पारित कर दिया जाएगा।

यह इश्तहार आज दिनांक 09–12–2025 को मोहर अदालत व मेरे हस्ताक्षर से जारी हुआ।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता प्रथम श्रेणी,
थुरल, जिला कांगड़ा (हि0प्र0)।

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ब अदालत नायब तहसीलदार एवं सहायक समाहर्ता प्रथम श्रेणी,
थुरल, जिला कांगड़ा (हि0प्र0)

किस्म मुकद्दमा : दुरुस्ती नाम तारीख पेशी : 09–01–2026

श्रीमती वीना कुमारी विधवा मदन सिंह उपनाम मदन लाल, निवासी महाल वटाहण, मौजा व तहसील थुरल, जिला कांगड़ा (हि0प्र0)

बनाम

आम जनता ..... प्रतिवादी।

विषय.––प्रार्थना–पत्र दुरुस्ती नाम राजस्व अभिलेख महाल वटाहण, मौजा व तहसील थुरल, जिला कांगड़ा, हि0प्र0।

प्रार्थिया श्रीमती वीना कुमारी विधवा मदन सिंह उपनाम मदन लाल, निवासी महाल वटाहण, डाकघर व तहसील थुरल, जिला कांगड़ा (हि0प्र0) ने एक प्रार्थना–पत्र मय शपथ–पत्र पीठासीन अधिकारी के समक्ष प्रस्तुत करते हुए अनुरोध किया है कि उसका नाम आधार कार्ड में श्रीमती वीना कुमारी दर्ज है व उसका विख्यात व सही नाम भी वीना कुमारी ही है। परन्तु राजस्व अभिलेख महाल वटाहण, तहसील थुरल में उसका नाम वीना

देवी गलत दर्ज हो गया है। अतः प्रार्थिया अब अपने नाम की राजस्व अभिलेख महाल वटाहण, तहसील थुरल में दुरुस्ती करवा करके वीना देवी के बजाये वीना कुमारी करवाना चाहती है।

अतः प्रार्थिया का आवेदन स्वीकार करते हुए इस मुस्त्री मुनादी चस्पांगी व इश्तहार अखबारी के माध्यम से आम जनता को सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त प्रार्थिया के नाम की राजस्व अभिलेख महाल वटाहण, तहसील थुरल में वीना देवी के बजाये वीना देवी उपनाम वीना कुमारी दर्ज करवाने बारे किसी किस्म की आपत्ति या उजर हो तो वो तारीख पेशी 09–01–2026 को असालतन या वकालतन हाजिर अदालत होकर अपना उजर पेश कर सकता है। अन्यथा बाद तारीख पेशी किसी किस्म का उजर एवं एतराज नहीं सुना जावेगा व नाम दुरुस्ती का आदेश पारित कर दिया जाएगा।

यह इश्तहार आज दिनांक 10–12–2025 को मोहर अदालत व मेरे हस्ताक्षर से जारी हुआ।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता प्रथम श्रेणी,
थुरल, जिला कांगड़ा (हि0प्र0)।

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ब अदालत कार्यकारी दण्डाधिकारी थुरल, जिला कांगड़ा (हि0 प्र0)

मुकद्दमा नं0 : 12 / 2025 तारीख पेशी : 09–01–2026

श्रीमती तृप्ता देवी पुत्री प्यार सिंह, निवासी गांव डूहक कलां, डाकघर डूहक, तहसील थुरल, ग्राम पंचायत डूहक, जिला कांगड़ा (हि0प्र0) प्रार्थी।

बनाम

आम जनता प्रतिवादी।

विषय.––जन्म व मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के तहत जन्म पंजीकरण हेतु प्रार्थना–पत्र।

इश्तहार अखबारी व मुश्त्री मुनादी।

प्रार्थिया श्रीमती तृप्ता देवी पुत्री प्यार सिंह, निवासी गांव डूहक कलां, डाकघर डूहक, तहसील थुरल, ग्राम पंचायत डूहक, जिला कांगड़ा (हि0प्र0) ने इस अदालत में व्यक्तिगत रूप से उपस्थित होकर प्रार्थना–पत्र मय ब्यान हल्फी पेश किया व आवेदन किया है कि उसका जन्म दिनांक 01–01–1959 को गांव डूहक में हुआ है। परन्तु अज्ञानतावश उसके जन्म का पंजीकरण स्थानीय ग्राम पंचायत के अभिलेख में न करवाया गया है। अतः प्रार्थिया इस न्यायालय के माध्यम से अपने जन्म पंजीकरण करने का आदेश ग्राम पंचायत डूहक को जारी करवाना चाहती है।

अतः प्रार्थिया का आवेदन स्वीकार करते हुए इस इश्तहार मुश्त्री मुनादी द्वारा आम जनता को सूचित किया जाता है कि यदि किसी व्यक्ति या संस्था को उक्त तृप्ता देवी की जन्म तिथि 01–01–1959 के पंजीकरण बारे किसी प्रकार की आपत्ति या उजर है तो वह असालतन या वकालतन तारीख पेशी 09–01–2026 को हाजिर अदालत होकर अपना उजर व एतराज पेश कर सकता है। बाद तारीख पेशी किसी किस्म का उजर एवं एतराज नहीं सुना जावेगा व उपरोक्त तृप्ता देवी की जन्म तिथि 01–01–1959 के पंजीकरण करने के आदेश उप–स्थानीय पंजीकार, जन्म व मृत्यु, ग्राम पंचायत डूहक को पारित कर दिए जाएंगे।

यह इश्तहार मेरे हस्ताक्षर व मोहर अदालत से आज दिनांक 10–12–2025 को जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
थुरल, जिला कांगड़ा (हि0प्र0)।

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ब अदालत इन्द्र सिंह, कार्यकारी दण्डाधिकारी, उप–तहसील टापरी, जिला किन्नौर (हि0प्र0)–172 104

सरीता पुत्री राजेन्द्र सिंह, गांव व डा0 मीरू, उप–तहसील टापरी, जिला किन्नौर (हि0प्र0) .. प्रार्थिया।

बनाम

आम जनता .. फरीकदोयम।

प्रार्थना–पत्र जेरे धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत ग्राम पंचायत चगाव में जन्म पंजीकरण करने बारे।

प्रार्थिया सरीता पुत्री राजेन्द्र सिंह, निवासी गांव व डा0 मीरू, उप–तहसील टापरी, जिला किन्नौर (हि0प्र0) का एक प्रार्थना–पत्र तहसीलदार निचार स्थित भावानगर के माध्यम से प्राप्त हुआ है। प्राप्त प्रार्थना–पत्र बाबत ग्राम पंचायत मीरू के जन्म रजिस्टर में जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के तहत प्रार्थिया ने अपनी जन्म तिथि दर्ज करने बारे गुजारा है। प्रार्थिया का जन्म दिनांक 15–04–1998 को हुआ है लेकिन ग्राम पंचायत मीरू के जन्म एवं मृत्यु रजिस्टर में पंजीकरण करवाना छूट गया है। प्रार्थिया ने निवेदन किया है कि उसकी जन्म तिथि 15–04–1998 को ग्राम पंचायत मीरू के अभिलेख में पंजीकरण करने के आदेश दिए जाएं।

अतः सर्वसाधारण को इस इश्तहार के माध्यम से सूचित किया जाता है कि यदि किसी व्यक्ति को प्रार्थिया के जन्म पंजीकरण करने बारे कोई उजर व एतराज हो तो वह दिनांक 08–01–2026 को प्रातः 10.00 बजे तक असालतन या वकालतन हाजिर होकर अपना उजर एवं एतराज लिखित रूप में पेश करे अन्यथा प्रार्थिया की जन्म तिथि पंजीकृत करने बारे आदेश पारित कर दिए जाएंगे। इसके उपरान्त कोई भी उजर व एतराज काबिले समायत न होगा।

आज दिनांक 17–12–2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
उप–तहसील टापरी, जिला किन्नौर (हि0प्र0)।

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ब अदालत इन्द्र सिंह नेगी, कार्यकारी दण्डाधिकारी, उप–तहसील टापरी, जिला किन्नौर (हि0प्र0)–172 104

महेश सिंह पुत्र राजेन्द्र सिंह, गांव व डा0 मीरू, उप–तहसील टापरी, जिला किन्नौर (हि0प्र0) .. प्रार्थी।

बनाम

आम जनता ..... फरीकदोयम।

प्रार्थना–पत्र जेरे धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत ग्राम पंचायत मीरू में जन्म पंजीकरण करने बारे।

प्रार्थी महेश सिंह पुत्र राजेन्द्र सिंह, निवासी गांव व डा0 मीरू, उप–तहसील टापरी, जिला किन्नौर (हि0प्र0) का एक प्रार्थना–पत्र तहसीलदार निचार स्थित भावानगर के माध्यम से प्राप्त हुआ है। प्राप्त प्रार्थना–पत्र बाबत ग्राम पंचायत मीरू के जन्म रजिस्टर में जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के तहत महेश सिंह ने अपनी जन्म तिथि दर्ज करने बारे गुजारा है। प्रार्थी का जन्म दिनांक 14–11–2001 को हुआ है लेकिन ग्राम पंचायत मीरू के जन्म एवं मृत्यु रजिस्टर में पंजीकरण करवाना छूट गया है। प्रार्थी ने निवेदन किया है कि उसकी जन्म तिथि 14–11–2001 को ग्राम पंचायत मीरू के अभिलेख में पंजीकरण करने के आदेश दिए जाएं।

अतः सर्वसाधारण को इस इश्तहार के माध्यम से सूचित किया जाता है कि यदि किसी व्यक्ति को प्रार्थी के जन्म पंजीकरण करने बारे कोई उजर व एतराज हो तो वह दिनांक 08–01–2026 को प्रातः 10.00 बजे तक असालतन या वकालतन हाजिर होकर अपना उजर एवं एतराज लिखित रूप में पेश करे अन्यथा प्रार्थी की जन्म तिथि पंजीकृत करने बारे आदेश पारित कर दिए जाएंगे। इसके उपरान्त कोई भी उजर व एतराज काबिले समायत न होगा।

आज दिनांक 17–12–2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
उप–तहसील टापरी, जिला किन्नौर (हि0प्र0)।

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ब अदालत कार्यकारी दण्डाधिकारी सांगला, तहसील सांगला, जिला किन्नौर (हि0प्र0)

मुकद्दमा संख्या : 19 / 2025 किस्म मुकद्दमा : जन्म एवं मृत्यु पंजीकरण
तारीख दायर : 13–11–2025

मुकद्दमा शीर्षक :

बेबी उर्फ रीतिका पुत्री श्री रविंदर, निवासी गांव व डाकघर बटसेरी, तहसील सांगला, जिला किन्नौर (हि0 प्र0) ..... वादिया।

बनाम

आम जनता ..... प्रतिवादी।

विषय.–जन्म पंजीकरण रिकार्ड में नाम दुरुस्ती बारे।

श्रीमती लक्षमना पत्नी श्री रविंदर, निवासी गांव व डाकघर बटसेरी, तहसील सांगला, जिला किन्नौर (हि0प्र0) ने अधोहस्ताक्षरी के न्यायालय में एक आवेदन–पत्र प्रस्तुत किया है कि उनकी बेटी रितिका का अज्ञानता के कारण ग्राम पंचायत बटसेरी के सम्बन्धित दस्तावेज़ो में बेबी उर्फ रितिका नाम दर्ज करवाया है, अब वादी बेबी उर्फ रितिका के स्थान पर रितिका ग्राम पंचायत बटसेरी के रिकॉर्ड में दर्ज करवाना चाहता है।

अतः इस इश्तहार द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि किसी को बेबी उर्फ रीतिका पुत्री रविंदर, गांव व डाकघर बटसेरी, तहसील सांगला, जिला किन्नौर (हि0 प्र0) के स्थान पर रितिका ग्रांम पंचायत बटसेरी के रिकॉर्ड में दर्ज करने बारे आम जनता को कोई आपत्ति हो तो इस इश्तहार के प्रकाशन की तिथि 17–01–2026 को अपना उजर / एतराज वकालतन अथवा असालतन हाजिर होकर प्रस्तुत कर सकते है। इसके उपरान्त कोई भी उजर / एतराज काबिले समायत न होगा तथा नियमानुसार जन्म तिथि दर्ज करने के आदेश पारित कर दिए जाएंगे।

यह इश्तहार मेरे हस्ताक्षर व मोहर अदालत हजा से आज दिनांक 16–12–2025 को जारी हुआ।

मोहर।

हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी सांगला,
तहसील सांगला, जिला किन्नौर (हि0 प्र0)।

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ब अदालत इन्द्र सिंह, कार्यकारी दण्डाधिकारी, उप–तहसील टापरी, जिला किन्नौर (हि0प्र0)–172 104

सरीता पुत्री राजेन्द्र सिंह, गांव व डा0 मीरू, उप–तहसील टापरी, जिला किन्नौर (हि0प्र0) .. प्रार्थिया।

बनाम

आम जनता .. फरीकदोयम।

प्रार्थना–पत्र जेरे धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत ग्राम पंचायत चगाव में जन्म पंजीकरण करने बारे।

प्रार्थिया सरीता पुत्री राजेन्द्र सिंह, निवासी गांव व डा0 मीरू, उप–तहसील टापरी, जिला किन्नौर (हि0प्र0) का एक प्रार्थना–पत्र तहसीलदार निचार स्थित भावानगर के माध्यम से प्राप्त हुआ है। प्राप्त प्रार्थना–पत्र बाबत ग्राम पंचायत मीरू के जन्म रजिस्टर में जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के तहत प्रार्थिया ने अपनी जन्म तिथि दर्ज करने बारे गुजारा है। प्रार्थिया का जन्म दिनांक 15–04–1998 को हुआ है लेकिन ग्राम पंचायत मीरू के जन्म एवं मृत्यु रजिस्टर में पंजीकरण करवाना छूट गया है। प्रार्थिया ने निवेदन किया है कि उसकी जन्म तिथि 15–04–1998 को ग्राम पंचायत मीरू के अभिलेख में पंजीकरण करने के आदेश दिए जाएं।

अतः सर्वसाधारण को इस इश्तहार के माध्यम से सूचित किया जाता है कि यदि किसी व्यक्ति को प्रार्थिया के जन्म पंजीकरण करने बारे कोई उजर व एतराज हो तो वह दिनांक 08–01–2026 को प्रातः 10.00 बजे तक असालतन या वकालतन हाजिर होकर अपना उजर एवं एतराज लिखित रूप में पेश करे अन्यथा प्रार्थिया की जन्म तिथि पंजीकृत करने बारे आदेश पारित कर दिए जाएंगे। इसके उपरान्त कोई भी उजर व एतराज काबिले समायत न होगा।

आज दिनांक 17–12–2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
उप–तहसील टापरी, जिला किन्नौर (हि0प्र0)।

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ब अदालत इन्द्र सिंह नेगी, कार्यकारी दण्डाधिकारी, उप–तहसील टापरी, जिला किन्नौर (हि0प्र0)–172 104

महेश सिंह पुत्र राजेन्द्र सिंह, गांव व डा0 मीरू, उप–तहसील टापरी, जिला किन्नौर (हि0प्र0) .. प्रार्थी।

बनाम

आम जनता .. फरीकदोयम।

प्रार्थना–पत्र जेरे धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत ग्राम पंचायत मीरू में जन्म पंजीकरण करने बारे।

प्रार्थी महेश सिंह पुत्र राजेन्द्र सिंह, निवासी गांव व डा0 मीरू, उप–तहसील टापरी, जिला किन्नौर (हि0प्र0) का एक प्रार्थना–पत्र तहसीलदार निचार स्थित भावानगर के माध्यम से प्राप्त हुआ है। प्राप्त प्रार्थना–पत्र बाबत ग्राम पंचायत मीरू के जन्म रजिस्टर में जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के तहत महेश सिंह ने अपनी जन्म तिथि दर्ज करने बारे गुजारा है। प्रार्थी का जन्म दिनांक 14–11–2001 को हुआ है लेकिन ग्राम पंचायत मीरू के जन्म एवं मृत्यु रजिस्टर में पंजीकरण करवाना छूट गया है। प्रार्थी ने निवेदन किया है कि उसकी जन्म तिथि 14–11–2001 को ग्राम पंचायत मीरू के अभिलेख में पंजीकरण करने के आदेश दिए जाएं।

अतः सर्वसाधारण को इस इश्तहार के माध्यम से सूचित किया जाता है कि यदि किसी व्यक्ति को प्रार्थी के जन्म पंजीकरण करने बारे कोई उजर व एतराज हो तो वह दिनांक 08–01–2026 को प्रातः 10.00 बजे तक असालतन या वकालतन हाजिर होकर अपना उजर एवं एतराज लिखित रूप में पेश करे अन्यथा प्रार्थी की जन्म तिथि पंजीकृत करने बारे आदेश पारित कर दिए जाएंगे। इसके उपरान्त कोई भी उजर व एतराज काबिले समायत न होगा।

आज दिनांक 17–12–2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
उप–तहसील टापरी, जिला किन्नौर (हि0प्र0)।

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ब अदालत कार्यकारी दण्डाधिकारी सांगला, तहसील सांगला, जिला किन्नौर (हि0प्र0)

मुकद्दमा संख्या : 19 / 2025 किस्म मुकद्दमा : जन्म एवं मृत्यु पंजीकरण
तारीख दायर : 13–11–2025

मुकद्दमा शीर्षक :

बेबी उर्फ रीतिका पुत्री श्री रविंदर, निवासी गांव व डाकघर बटसेरी, तहसील सांगला, जिला किन्नौर (हि0 प्र0) वादिया।

बनाम

आम जनता . .प्रतिवादी।

विषय.—जन्म पंजीकरण रिकार्ड में नाम दुरुस्ती बारे।

श्रीमती लक्षमना पत्नी श्री रविंदर, निवासी गांव व डाकघर बटसेरी, तहसील सांगला, जिला किन्नौर (हि0प्र0) ने अधोहस्ताक्षरी के न्यायालय में एक आवेदन—पत्र प्रस्तुत किया है कि उनकी बेटी रितिका का अज्ञानता के कारण ग्राम पंचायत बटसेरी के सम्बन्धित दस्तावेज़ो में बेबी उर्फ रितिका नाम दर्ज करवाया है, अब वादी बेबी उर्फ रितिका के स्थान पर रितिका ग्राम पंचायत बटसेरी के रिकॉर्ड में दर्ज करवाना चाहता है।

अतः इस इश्तहार द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि किसी को बेबी उर्फ रीतिका पुत्री रविंदर, गांव व डाकघर बटसेरी, तहसील सांगला, जिला किन्नौर (हि0 प्र0) के स्थान पर रितिका ग्रांम पंचायत बटसेरी के रिकॉर्ड में दर्ज करने बारे आम जनता को कोई आपत्ति हो तो इस इश्तहार के प्रकाशन की तिथि 17—01—2026 को अपना उजर / एतराज वकालतन अथवा असालतन हाजिर होकर प्रस्तुत कर सकते है। इसके उपरान्त कोई भी उजर / एतराज काबिले समायत न होगा तथा नियमानुसार जन्म तिथि दर्ज करने के आदेश पारित कर दिए जाएंगे।

यह इश्तहार मेरे हस्ताक्षर व मोहर अदालत हजा से आज दिनांक 16—12—2025 को जारी हुआ।

मोहर। हस्ताक्षरित / —
कार्यकारी दण्डाधिकारी सांगला,
तहसील सांगला, जिला किन्नौर (हि0 प्र0)।

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In the Court of Marriage Officer-cum-Sub-Divisional Magistrate, Sadar, District Mandi, H. P.

In the matter of :—

1. Sh. Sanjay Kaushal s/o Sh. Khem Chand, r/o H.No. 112/7, Upper Samkhetar, P.O. Mandi, Tehsil Sadar, District Mandi, H.P.

2. Smt. Ranjna Sharma d/o Sh. Chaman Lal, r/o H.No. 277/1, Lower Samkhetar, P.O. Mandi, Tehsil Sadar, District Mandi, H.P. . . *Applicants*.

Versus

General Public

Subject.—Application for the Registration of Marriage under section 15 of Special Marriage Act, 1954.

Sh. Sanjay Kaushal s/o Sh. Khem Chand, r/o H.No. 112/7, Upper Samkhetar, P.O. Mandi, Tehsil Sadar, District Mandi, H.P. and Smt. Ranjna Sharma d/o Sh. Chaman Lal, r/o H.No. 277/1, Lower Samkhetar, P.O. Mandi, Tehsil Sadar, District Mandi H.P. have filed an application alongwith affidavits in the court of undersigned under section 15 of Special Marriage Act, 1954 that they have solemnized their marriage on 01-12-2002 according to Hindu rites and customs at their respective houses, Mandi, District Mandi, H.P. and they are living together as husband and wife since then. Hence, their marriage may be registered under Special Marriage Act, 1954.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage, can file the objection personally or in writing before this court on or before 14-01-2026, after that no objection will be entertained and marriage will be registered.

Issued today on 15th day of December, 2025 under my hand and seal of the court.

Seal. Sd/-
Marriage Officer-cum-Sub-Divisional Magistrate,
Sadar, District Mandi (H.P.).

ब अदालत नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, तहसील सुन्दरनगर, जिला मण्डी (हि0प्र0)

शीर्षक :

सुरईया बीबी पुत्री श्री मन्सा अली, निवासी गांव डीनक, डाकघर कनैड, तहसील सुन्दरनगर, जिला मण्डी (हि0प्र0) ..प्रार्थिया।

बनाम

आम जनता ..प्रत्यार्थी।

प्रार्थना–पत्र अधीन धारा 13(3) जन्म एवं मृत्यु अधिनियम, 1969 के अन्तर्गत ग्रम पंचायत डुगराई, तहसील सुन्दरनगर में जन्म तिथि दर्ज करने बारे।

आवेदिका सुरईया बीबी पुत्री श्री मन्सा अली, निवासी गांव डीनक, डाकघर कनैड, तहसील सुन्दरनगर, जिला मण्डी (हि0प्र0) ने इस न्यायालय में आवेदन पत्र अधीन धारा 13(3) जन्म एवं मृत्यु अधिनियम, 1969 मय Addl. District Registrar (Birth & Death)-*cum*-District Health Officer, Mandi द्वारा जारी पत्र तथा अनुपलब्धता प्रमाण–पत्र तथा दो गवाहन के शपथ पत्र आदि सहित प्रस्तुत किया है कि उसका जन्म दिनांक 04–02–1988 को गांव डीनक, डाकघर कनैड, तहसील सुन्दरनगर, जिला मण्डी (हि0प्र0) में हुआ है, परन्तु जन्म तिथि का पंजीकरण ग्राम पंचायत डुगराई, तहसील सुन्दरनगर, जिला मण्डी (हि0प्र0) के अभिलेख में दर्ज नहीं है। आवेदिका अपनी जन्म तिथि का पंजीकरण ग्राम पंचायत डुगराई, तहसील सुन्दरनगर, जिला मण्डी हि0प्र0 के अभिलेख में दर्ज करवाना चाहती है।

अतः इस इश्तहार के माध्यम से आम जनता को सूचित किया जाता है कि उक्त जन्म तिथि पंजीकरण बारा किसी भी प्रकार का कोई उजर / एतराज हो तो वह दिनांक 20–01–2026 को मुकर्रर तारीख पर बवक्त 10:00 बजे सुबह असालतन या वकालतन हाजिर आकर पैरवी मुकदमा करें अन्यथा आपके खिलाफ कार्यवाही एकतरफा अमल में लाई जायेगी।

आज दिनांक 19–12–2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
तहसील सुन्दरनगर, जिला मण्डी (हि0प्र0)।

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Before Dr. Shashank Gupta, HPAS, Marriage Officer-cum-Sub-Divisional Magistrate, Theog, District Shimla, H. P.

In the matter of :

1. Shri Saurav Kimta s/o Shri Gulab Singh, r/o Village Pargeya, P.O.Chanair, Sub-Tehsil Deha, District Shimla, Himachal Pradesh.

2. Smt. Juli d/o Sh. Tirathraj Tiwari, r/o H. No. 97, Street No. 08, Roop Nagar Dhandra, Ludhiana, Punjab-141116 . . *Applicants.*

Versus

General Public . . *Respondents.*

Proclamation for the registration of marriage under section 15 of the Special Marriage Act, 1954.

Shri Saurav Kimta s/o Shri Gulab Singh, r/o Village Pargeya, P.O.Chanair, Sub-Tehsil Deha, District Shimla, Himachal Pradesh and Smt. Juli d/o Sh. Tirathraj Tiwari, r/o H. No. 97, Street No. 08, Roop Nagar Dhandra, Ludhiana, Punjab-141116 have filed an application alongwith affidavits before the court of undersigned under section 15 of Special Marriage Act, 1954 that they have solemnized their marriage on 08-02-2025 and they are living as husband and wife since then, hence their marriage is to be registered under Special Marriage Act, 1954 under section 15.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage can file the objection personally or in writing before this court on or before 30 days from the date of publication of this notice, after that no objection will be entertained and marriage will be registered accordingly.

Given under my hand and seal of the court on this 20th Day of December, 2025.

Seal. Sd/-
(DR. SHASHANK GUPTA, HPAS),
Marriage Officer-cum-Sub-Divisional Magistrate,
Theog, District Shimla, H. P.

Before Dr. Shashank Gupta, HPAS, Marriage Officer-cum-Sub-Divisional Magistrate, Theog, District Shimla, H. P.

In the matter of :

1. Shri Vineet s/o Shri Nand Lal, r/o Village Jadeog, P.O Sandhu, Tehsil Theog, District Shimla, Himachal Pradesh.
2. Smt. Deeksha Sharma d/o Sh. Sudarshan Sharma, r/o Village Bhukho, P.O. Nehra, Tehsil & District Shimla (H.P.) . . *Applicants.*

Versus

General Public . . *Respondents.*

Proclamation for the registration of marriage under section 15 of the Special Marriage Act, 1954.

Shri Vineet s/o Shri Nand Lal, r/o Village Jadeog, P.O. Sandhu, Tehsil Theog, District Shimla, Himachal Pradesh and Smt. Deeksha Sharma, d/o Sh. Sudarshan Sharma, r/o Village Bhukho, P.O. Nehra, Tehsil & District Shimla (H.P.) have filed an application alongwith affidavits before the court of undersigned under section 15 of Special Marriage Act, 1954 that they have solemnized their marriage on 18-05-2025 and they are living as husband and wife since then, hence their marriage is to be registered under Special Marriage Act, 1954 under section 15.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage can file the objection personally or in writing before this court on or before 30 days from the date of publication of this notice, after that no objection will be entertained and marriage will be registered accordingly.

Given under my hand and seal of the court on this 15th Day of December, 2025.

Seal. Sd/-

(DR. SHASHANK GUPTA, HPAS),
Marriage Officer-cum-*Sub-Divisional Magistrate,*
Theog, District Shimla, H. P.

ब अदालत श्री जय कृष्ण, कार्यकारी दण्डाधिकारी उप–तहसील रोनहाट, जिला सिरमौर (हि0प्र0)

ब मुकद्दमा :

तनुजा पुत्री श्री नैन सिंह व फरदा देवी, निवासी ग्राम धिराइना, ग्राम पंचायत नैनिधार, उप–तहसील रोनहाट, जिला सिरमौर (हि0प्र0)।

बनाम

आम जनता निवासी धिराइना, ग्राम पंचायत नैनिधार, उप–तहसील रोनहाट, जिला सिरमौर (हि0प्र0)।

विषय.––दरख्वास्त जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

तनुजा पुत्री श्री नैन सिंह व फरदा देवी, निवासी ग्राम धिराइना, ग्राम पंचायत नैनिधार, उप–तहसील रोनहाट, जिला सिरमौर (हि0प्र0) का आवेदन जिला रजिस्ट्रार (जन्म एवं मृत्यु) एवं मुख्य चिकित्सा अधिकारी नाहन के पत्र क्रमांक HFW-N/ST/B&D/Delayed Cases/2025-9768, दिनांक 14–11–2025 के द्वारा प्राप्त हुआ है, जिसमें प्रार्थिया अपनी जन्म तिथि 22–06–2003 को ग्राम पंचायत नैनिधार के जन्म एवं मृत्यु पंजीकरण रजिस्टर में दर्ज करवाना चाहती है, जिसका रिकार्ड पंचायत में दर्ज नहीं किया गया है। जिसकी पुष्टि हेतु प्रार्थिया ने आवेदन–पत्र मय ब्यान हल्फी, प्रपत्र 10, आधार कार्ड, परिवार नकल इत्यादि संलग्न किया है तथा जिला रजिस्ट्रार (जन्म एवं मृत्यु) एवं मुख्य चिकित्सा अधिकारी नाहन, जिला सिरमौर द्वारा संस्तुति प्रस्तुत की है।

अतः सर्वसाधारण को इस इश्तहार द्वारा सूचित किया जाता है कि प्रार्थिया तनुजा पुत्री श्री नैन सिंह व फरदा देवी, निवासी ग्राम धिराइना, ग्राम पंचायत नैनिधार की जन्म तिथि 22–06–2003 को ग्राम पंचायत नैनिधार, विकास खण्ड शिल्लाई के कार्यालय के अभिलेख में दर्ज करने बारे अगर किसी को आपत्ति हो तो वह असालतन या वकालतन अपनी आपत्ति व दावा इस अदालत में दिनांक 11–01–2026 को सायं 5.00 बजे तक दर्ज करवा सकता है। निर्धारित अवधि में आपत्ति न आने की सूरत में प्रार्थिया तनुजा की जन्म तिथि 22–06–2003 को ग्राम पंचायत नैनिधार, विकास खण्ड शिल्लाई के जन्म एवं मृत्यु अभिलेख में दर्ज करने के आदेश सम्बन्धित स्थानीय जन्म एवं मृत्यु पंजीपाल को पारित कर दिये जाएंगे।

आज दिनांक 11–12–2025 को मेरे हस्ताक्षर व कार्यालय की मोहर द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
उप–तहसील रोनहाट, जिला सिरमौर (हि0प्र0)।

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ब अदालत श्री जय कृष्ण, कार्यकारी दण्डाधिकारी उप–तहसील रोनहाट, जिला सिरमौर (हि0प्र0)

ब मुकद्दमा :

श्री हर सिंह पुत्र श्री मीना, निवासी ग्राम झकान्डो, ग्राम पंचायत झकान्डो, उप–तहसील रोनहाट, जिला सिरमौर (हि0प्र0)।

बनाम

आम जनता निवासी धिराइना, ग्राम पंचायत झकान्डो, उप–तहसील रोनहाट, जिला सिरमौर (हि0प्र0)।

विषय.––दरख्वास्त जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

श्री हर सिंह पुत्र श्री मीना, निवासी ग्राम झकान्डो, ग्राम पंचायत झकान्डो, उप–तहसील रोनहाट, जिला सिरमौर (हि0प्र0) का आवेदन जिला रजिस्ट्रार (जन्म एवं मृत्यु) एवं मुख्य चिकित्सा अधिकारी नाहन के पत्र क्रमांक HFW-N/ST/B&D/Delayed Cases/2025-9560, दिनांक 03–11–2025 के द्वारा प्राप्त हुआ है, जिसमें प्रार्थी अपनी जन्म तिथि 01–07–1969 को ग्राम पंचायत झकान्डो के जन्म एवं मृत्यु पंजीकरण रजिस्टर में दर्ज

करवाना चाहता है, जिसका रिकार्ड पंचायत में दर्ज नहीं किया गया है। जिसकी पुष्टि हेतु प्रार्थी ने आवेदन–पत्र मय ब्यान हल्फी, प्रपत्र 10, आधार कार्ड, परिवार नकल इत्यादि संलग्न किया है तथा जिला रजिस्ट्रार (जन्म एवं मृत्यु) एवं मुख्य चिकित्सा अधिकारी नाहन, जिला सिरमौर द्वारा संस्तुति प्रस्तुत की है।

अतः सर्वसाधारण को इस इश्तहार द्वारा सूचित किया जाता है कि प्रार्थी श्री हर सिंह पुत्र श्री मीना, निवासी ग्राम झकान्डो, ग्राम पंचायत झकान्डो की जन्म तिथि 01–07–1969 को ग्राम पंचायत झकान्डो, विकास खण्ड शिल्लाई के कार्यालय के अभिलेख में दर्ज करने बारे अगर किसी को आपत्ति हो तो वह असालतन या वकालतन अपनी आपत्ति व दावा इस अदालत में दिनांक 11–01–2026 को सायं 5.00 बजे तक दर्ज करवा सकता है। निर्धारित अवधि में आपत्ति न आने की सूरत में प्रार्थी श्री हर सिंह पुत्र श्री मीना की जन्म तिथि 01–07–1969 को ग्राम पंचायत झकान्डो, विकास खण्ड शिल्लाई के जन्म एवं मृत्यु अभिलेख में दर्ज करने के आदेश सम्बन्धित स्थानीय जन्म एवं मृत्यु पंजीपाल को पारित कर दिये जाएंगे।

आज दिनांक 11–12–2025 को मेरे हस्ताक्षर व कार्यालय की मोहर द्वारा जारी किया गया।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
उप–तहसील रोनहाट, जिला सिरमौर (हि0प्र0)।

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ब अदालत श्री प्रकाश चंद, नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, पझौता स्थित नौहरी, जिला सिरमौर (हि0 प्र0)

श्री केवल राम पुत्र श्री गुलाबू, निवासी शाड् पजोगा, डाकघर जदोल टपरोली, उप–तहसील पझौता, जिला सिरमौर (हि0 प्र0)।

बनाम

सर्वसाधारण एवं आम जनता

विषय.––दरख्वास्त जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 बारे।

प्रार्थी श्री केवल राम पुत्र श्री गुलाबू, निवासी शाड् पजोगा, डाकघर जदोल टपरोली, उप–तहसील पझौता, जिला सिरमौर (हि0 प्र0) का एक आवेदन–पत्र बजरिये मुख्य रजिस्ट्रार जन्म एवं मृत्यु / मुख्य चिकित्सा अधिकारी, नाहन के पत्र क्रमांकः एचएफडब्ल्यू–एन / एसटी / बी.एण्ड डी. / डिलेयड केसिस / 2025–7646, दिनांक 17–09–2025 द्वारा अनुलग्नों सहित इस कार्यालय को प्राप्त हुआ है। जिसमें प्रार्थी द्वारा आग्रह किया गया है कि उसका नाम व जन्म तिथि दिनांक 07–05–1966 का इन्द्राज जन्म अभिलेख ग्राम पंचायत जदोल टपरोली, उप–तहसील पझौता स्थित नौहरी, जिला सिरमौर, हि0 प्र0 में दर्ज नहीं है, जिसे प्रार्थी अब दर्ज करवाना चाहता है।

अतः सर्वसाधारण को इस इश्तहार के मार्फत हर आम व खास को सूचित किया जाता है कि यदि किसी को उक्त नाम व जन्म तिथि पंचायत अभिलेख में दर्ज करने बारे कोई एतराज हो तो वह दिनांक 12–01–2025 को या इससे पूर्व अदालत में हाजिर होकर अपना एतराज पेश कर सकता है अन्यथा सम्बन्धित सचिव ग्राम पंचायत जदोल टपरोली को उपरोक्त जन्म तिथि पंचायत रिकॉर्ड में दर्ज करने के आदेश पारित कर दिये जावेंगे।

आज दिनांक 11–12–2025 को मेरे हस्ताक्षर व मोहर सहित अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी एवं नायब तहसीलदार,
पझौता, जिला सिरमौर (हि0 प्र0)।

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Before Sh. Inder Kumar, Executive Magistrate-cum**-Naib Tehsildar,**
Majra, District Sirmaur, Himachal Pradesh

Case No.	Date of Institution	Date of Decision
46/2025	18-12-2025	Pending for 19-01-2026

Sh. Binameen s/o Sh. Nek Mohamad, r/o Village Gujjar Colony, P.O. Dhaulakuan, Sub-Tehsil Majra, Distt. Sirmaur (H.P.) . .*Applicant.*

Versus

General Public . .*Respondents.*

Application under section 13(3) of Birth and Death Registration Act, 1969.

Sh. Binameen son of Sh. Nek Mohamad, r/o Village Gujjar Colony, P.O. Dhaulakuan, Sub-Tehsil Majra, Distt. Sirmaur H.P. has moved an application before the undersigned under section 13(3) of Birth and Death Registration Act, 1969 alongwith affidavits and other documents stating therein that his daughter namely Ashiya birth on 25-10-2022 at Village Gujjar Colony, P.O. Dhaulakuan, Sub-Tehsil Majra, Distt. Sirmaur (H.P.) but her date of birth could not be registered in the records of Gram Panchayat Dhaulakaun, Sub-Tehsil Majra, District Sirmaur (H.P.) within stipulated period. Hence he prayed for passing necessary orders to the Secretery, Birth & Deaths Registration, Gram Panchayat Dhaulakuan, Sub-Tehsil Majra for entering the same in the births and deaths records. .

Therefore, by this proclamation the general publc is hereby informed that any person having any objections for the registration of delayed date of birth of Ashiya d/o Sh. Binameen & Smt. Sayra Khatun, may submit their objections in writing in this court on or before 19-01-2026 at 10:00 a.m., failling which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 18th day of December, 2025.

Seal. Sd/-
(INDER KUMAR),
*Executive Magistrate-*cum*-(Naib Tehsildar),*
Majra, District Sirmaur H.P.

Before Sh. Inder Kumar, Executive Magistrate-cum-Naib Tehsildar,
Majra, District Sirmaur, Himachal Pradesh

Case No.	Date of Institution	Date of Decision
47/2025	18-12-2025	Pending for 19-01-2026

Sh. Binameen s/o Sh. Nek Mohamad, r/o Village Gujjar Colony, P.O. Dhaulakuan, Sub-Tehsil Majra, Distt. Sirmaur H.P. . .*Applicant.*

Versus

General Public . .*Respondents.*

Application under section 13(3) of Birth and Death Registration Act, 1969.

Sh. Binameen s/o Sh. Nek Mohamad, r/o Village Gujjar Colony, P.O. Dhaulakuan, Sub-Tehsil Majra, Distt. Sirmaur H.P. has moved an application before the undersigned under section 13(3) of Birth and Death Registration Act, 1969 alongwith affidavits and other documents stating therein that his son namely Ashif birth on 01-09-2024 at Village Gujjar Colony, P.O. Dhaulakuan, Sub-Tehsil Majra, Distt. Sirmaur H.P. but date of birth could not be registered in the records of Gram Panchayat Dhaulakaun, Sub-Tehsil Majra, District Sirmaur (H.P.) within stipulated period. Hence he prayed for passing necessary orders to the Secretery, Births & Deaths Registration, Gram Panchayat Dhaulakuan, Sub-Tehsil Majra for entering the same in the births and deaths records.

Therefore, by this proclamation the general publc is hereby informed that any person having any objections for the registration of delayed date of birth of Ashif s/o Sh. Binameen & Smt. Sayra Khatun, may submit their objections in writing in this court on or before 19-01-2026 at 10:00 a.m. failling which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 18th day of December, 2025.

Seal. Sd/-
(INDER KUMAR),
Executive Magistrate-cum-(Naib Tehsildar),
Majra, District Sirmaur H.P.

ब अदालत श्री सुरेन्द्र चंदेल, कार्यकारी दण्डाधिकारी एवं नायब तहसीलदार, ममलीग,
जिला सोलन (हि0प्र0)

मिसल नं0	तारीख मजरुआ
06 / 2025	01—11—2025

श्री राकेश कुमार पुत्र श्री परमानन्द, ग्राम पलास्टा पंजरोल, डा0 ममलीग, उप—तहसील ममलीग, जिला सोलन (हि0प्र0)

बनाम

आम जनता

प्रार्थना पत्र जेरे धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 व धारा 9(3) हिमाचल प्रदेश जन्म एवं मृत्यु पंजीकरण नियम, 2003.

श्री राकेश कुमार पुत्र श्री परमानन्द, ग्राम पलास्टा पंजरोल, डा0 ममलीग, उप–तहसील ममलीग, जिला सोलन (हि0प्र0) का रहने वाला है, आवेदक अपने जन्म स्थान ग्राम पलास्टा पंजरोल, उप–तहसील ममलीग के ग्राम पंचायत सतडोल में अपनी जन्म तिथि दिनांक 04–03–1974 का पंजीकरण करवाना चाहता है।

अतः सर्वसाधारण को सूचित किया जाता है कि श्री राकेश कुमार पुत्र परंमानन्द, ग्राम पलास्टा पंजरोल, डा0 ममलीग, उप–तहसील ममलीग, जिला सोलन (हि0प्र0) अपने जन्म स्थान ग्राम पंचायत सतडोल में अपनी जन्म तिथि दिनांक 04–03–1974 का पंजीकरण करवाना चाहता है। यदि किसी व्यक्ति को कोई उजर / एतराज हो तो इस इश्तहार के जारी हाने के 30 दिनों के अन्दर लिखित / मौखिक / असालतन / वकालतन अधोहस्ताक्षरी की अदालत में प्रस्तुत कर सकता है। यदि उक्त समय अवधि के भीतर किसी प्रकार का एतराज प्राप्त न होता है तो उक्त प्रकरण पर नियमानुसार आदेश पारित कर दिए जाएंगे।

आज दिनांक 19–11–2025 को हमारे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित / –
(सुरेन्द्र चंदेल)
कार्यकारी दण्डाधिकारी ममलीग,
जिला सोलन (हि0प्र0)।

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ब अदालत तहसीलदार एवं कार्यकारी दण्डाधिकारी अम्ब, तहसील अम्ब, जिला ऊना (हि0प्र0)

1. श्री रजत कुमार पुत्र काका राम, निवासी गांव भरोबड, तहसील अम्ब, जिला ऊना (हि0प्र0)

2. श्रीमती ज्योति मनचंदा पुत्री सीता राम, निवासी बी. 639, आर0 एस0 चौखंडी, तिलक नगर न्यू दिल्ली।

विषय.––प्रार्थना–पत्र जेर धारा 8(4) विवाह पंजीकरण अधिनियम, 1996 के अन्तर्गत पंजीकरण करवाने बारे।

इश्तहार / मुश्त्री मुनादी बनाम आम जनता।

श्री रजत कुमार पुत्र काका राम, निवासी गांव भरोबड, तहसील अम्ब, जिला ऊना (हि0प्र0) ने इस अदालत में प्रार्थना–पत्र मय शपथ–पत्र गुजारा है कि उसकी शादी श्रीमती ज्योति मनचंदा पुत्री श्री सीता राम, निवासी बी. 639, आर0 एस0 चौखंडी, तिलक नगर न्यू दिल्ली के साथ दिनांक 02–12–2022 को मुताबिक हिन्दु रीति–रिवाज के साथ हुई थी और तब से बतौर पति–पत्नी आपस में रह रहे हैं जिसका पंजीकरण अज्ञानतावश पंचायत अभिलेख में न करवाया है तथा प्रार्थी अब इसे पंजीकृत करवाना चाहता है। रिपोर्ट स्थानीय पंजीकार विवाह पंजीकरण ग्राम पंचायत रपोह मिसरां के अनुसार प्रार्थी की शादी दर्ज न हुई है।

अतः सर्वसाधारण को इस इश्तहार / मुश्त्री मुनादी द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त शादी दर्ज करने बारे कोई उजर हो तो दिनांक 19–01–2026 को प्रातः 10:00 बजे या उससे पहले किसी भी दिन असालतन या वकालतन हाजिर अदालत होकर उजर पेश करें। अन्यथा नियमानुसार सम्बन्धित ग्राम पंचायत को शादी दर्ज करने बारे आदेश जारी कर दिए जाएंगे।

आज दिनांक 19–12–2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
अम्ब, जिला ऊना (हि0 प्र0)।

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ब अदालत तहसीलदार एवं कार्यकारी दण्डाधिकारी अम्ब, तहसील अम्ब, जिला ऊना (हि0प्र0)

1. श्री गौरब कुमार पुत्र रछपाल सिंह, निवासी गांव पंजोआ लडौली, तहसील अम्ब, जिला ऊना (हि0प्र0)
2. श्रीमती मीना पुत्री बलबीर सिंह, निवासी गांव मरवाडी, तहसील घनारी, जिला ऊना (हि0प्र0)

विषय.––प्रार्थना–पत्र जेर धारा 8(4) विवाह पंजीकरण अधिनियम, 1996 के अन्तर्गत पंजीकरण करवाने बारे।

इश्तहार / मुश्त्री मुनादी बनाम आम जनता।

श्री गौरव कुमार पुत्र रछपाल सिंह, निवासी गांव पंजोआ लडौली, तहसील अम्ब, जिला ऊना (हि0प्र0) ने इस अदालत में प्रार्थना–पत्र मय शपथ–पत्र गुजारा है कि उसकी शादी श्रीमती मीना पुत्री बलबीर सिंह, निवासी गांव मरवाडी, तहसील घनारी, जिला ऊना (हि0प्र0) के साथ दिनांक 08–05–2022 को मुताबिक हिन्दु रीति–रिवाज के साथ हुई थी और तब से बतौर पति–पत्नी आपस में रह रहे हैं जिसका पंजीकरण अज्ञानतावश पंचायत अभिलेख में न करवाया है तथा प्रार्थी अब इसे पंजीकृत करवाना चाहता है। रिपोर्ट स्थानीय पंजीकार विवाह पंजीकरण ग्राम पंचायत पंजोआ लडौली के अनुसार प्रार्थी की शादी दर्ज न हुई है।

अतः सर्वसाधारण को इस इश्तहार / मुश्त्री मुनादी द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त शादी दर्ज करने बारे कोई उजर हो तो दिनांक 19–01–2026 को प्रातः 10:00 बजे या उससे पहले किसी भी दिन असालतन या वकालतन हाजिर अदालत होकर उजर पेश करें। अन्यथा नियमानुसार सम्बन्धित ग्राम पंचायत को शादी दर्ज करने बारे आदेश जारी कर दिए जाएंगे।

आज दिनांक 19–12–2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
अम्ब, जिला ऊना (हि0 प्र0)।

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CORRECTION OF NAME

I, Priyanka Bisht w/o Sh. Rajeev Bisht, r/o Thapa Bhawan, Near Geeta Mandir, Tuti Kandi, Shimla (Urban), Ambedkar Chowk, Shimla, (H.P.) 171004 declare that in my daughter Anushka Bisht's matriculation certificate my name is entered as Priyanka which should be corrected to as Priyanka Bisht as per my Aadhar Card and her birth certificate. Please correct this.

PRIYANKA BISHT
w/o Sh. Rajeev Bisht,
r/o Thapa Bhawan, Near Geeta Mandir, Tuti Kandi, Shimla (Urban),
Ambedkar Chowk, Shimla, (H.P.).

CORRECTION OF NAME

I, Sat Pal Dogra s/o Sh. Mehar Singh Dogra, r/o V.P.O. Taraun, Tehsil Ghumarwin, Distt. Bilaspur (H.P.) declare that in my service record, my name is mentioned as Sat Pal Dogra for some reason, but in my all other documents such as Aadhar Card, PAN Card etc., my true and correct name is mentioned as Satpal Dogra and shall hereafter be known as Satpal Dogra for all purposes.

SAT PAL DOGRA
s/o Sh. Mehar Singh Dogra, r/o V.P.O. Taraun,
Tehsil Ghumarwin, Distt. Bilaspur (H.P.) .

CHANGE OF NAME

I, Bhoj Prakash s/o Sh. Rishi Ram, r/o Village Manihar, P.O. Thela, Tehsil Bhuntar, Distt. Kullu (H.P.) 175141 declare that I have changed my son's name from "Shital Thakur" to "Shourya Thakur". In future he must be known as "Shourya Thakur". Concerned note it.

BHOJ PRAKASH
s/o Sh. Rishi Ram,
r/o Village Manihar, P.O. Thela,
Tehsil Bhuntar, Distt. Kullu (H.P.).

CORRECTION OF NAME

I, Santosh Kumari w/o Sh. Ravinder Kumar (d/o Sh. Gian Chand), r/o Village Kuryal Khera, P.O. Pir Saluhi, Tehsil Rakkar, Distt. Kangra (H.P.) declare that, my husband Sh. Ravinder Kumar has purchased share of KEC International in the initial year of marriage by denoting my name mistakenly as Suman Singh, instead of Santosh Kumari. That Santosh Kumari and Suman Singh is the same person. So I want to correct my name from Suman Singh to Santosh Kumari in my Share Certificate.

SANTOSH KUMARI
w/o Sh. Ravinder Kumar,
r/o Village Kuryal Khera,
P.O. Pir Saluhi, Tehsil Rakkar, Distt. Kangra (H.P.).

CHANGE OF NAME

I, Krishan Devi w/o Shiv Shankar, Tehsil Chachyot, Tandi Saroa, Mandi (H.P.)- 175124 have changed my name from KRISHAN DEVI to KRISHNA DEVI. In future my name should be entered in all documents including Aadhar Card as KRISHNA DEVI.

KRISHAN DEVI
w/o Shiv Shankar,
Tehsil Chachyot, Tandi Saroa,
Mandi (H.P.)-175124.

CHANGE OF NAME

I, Supla Devi w/o Sh. Krishan Chand, Village Bhukru, P.O. Chowari, Tehsil Bhattiyat, Distt. Chamba (H.P.) declare that my name is wrongly entered in Aadhar Card No. 8603 2754 3768 as Sufla Devi. My correct name is Supla Devi. Concerned please note.

SUPLA DEVI
w/o Sh. Krishan Chand ,
Village Bhukru, P.O. Chowari,
Tehsil Bhattiyat, Distt. Chamba (H.P.).

CHANGE OF NAME

I, Anita Kumari w/o Sh. Manjeet kumar, r/o Village Kuthiana, P.O. Dangri, Tehsil Nadaun, Distt. Hamirpur (H.P.) declare that I have changed my minor son's name from Amnash to Amansh for all purposes in future. Please note.

ANITA KUMARI
w/o Sh. Manjeet kumar,
r/o Village Kuthiana, P.O. Dangri,
Tehsil Nadaun, Distt. Hamirpur (H.P.).

CHANGE OF NAME

I, Nirmala Kumari w/o Sh. Ranjeet Singh, r/o Village Khilru, P.O. Bindraban, Tehsil Palampur, Distt. Kangra (H.P.) declare that I have changed my name from Nirmala Devi to Nirmala Kumari for all purposes in future. Please note.

NIRMALA KUMARI
w/o Sh. Ranjeet Singh,
r/o Village Khilru, P.O. Bindraban,
Tehsil Palampur, Distt. Kangra (H.P.).

CHANGE OF NAME

I, Rukmani Devi w/o Sh. Shiv Singh, V.P.O. Gutkar (Now Balh), Distt. Mandi (H.P.) declare on oath that in all my documents my name is entered as Rukmani Devi but in SBI share certificate my name is wrongly entered as Krishna Devi. I want to correct my name as Rukmani Devi instead of Krishna Devi in my share certificate. In future know me as Rukmani Devi in all documents.

RUKMANI DEVI
w/o Sh. Shiv Singh,
V.P.O. Gutkar (Now Balh), Distt. Mandi (H.P.).

CHANGE OF NAME

I, Sunil Kumar s/o Sh. Pyare Lal, 97/1, Village Sawaganv, Tehsil Theog, Kelwi (205), P.O. Kelvi, Distt. Shimla (H.P.) 171212 declare that I have changed my minor daughter's name from Paiyanjal (old name) to Pranjal (New name). All concerned please may note.

SUNIL KUMAR
s/o Sh. Pyare Lal,
97/1, Village Sawaganv, Tehsil Theog, Kelwi (205),
P.O. Kelvi, Distt. Shimla (H.P.).

CHANGE OF NAME

I, Naresh Kumar s/o Sh. Gian Singh, Village Kiar, Tehsil Nerwa, Gain (88), Shimla, (H.P.)-171210 declare that I have changed my minor daughter's name from Rani Shalja (old name) to Rani Shailja (new name). All concerned please may note.

NARESH KUMAR
s/o Sh. Gian Singh,
Village Kiar, Tehsil Nerwa, Gain (88),
Shimla, (H.P.).

CORRECTION OF NAME

I, Layak Ram s/o Sh. Ram Bhaj, r/o Village Gatta, P.O. Sangna, Tehsil Sangrah, Distt. Sirmaur (H.P.) declare that my daughter's name in her Aadhar Card have wrongly entered as Divika Devi, whereas her correct name is Deepika Sharma. All concerned please may note.

LAYAK RAM
s/o Sh. Ram Bhaj,
r/o Village Gatta, P.O. Sangna,
Tehsil Sangrah, Distt. Sirmaur, (H.P.).

CORRECTION OF NAME

I, Laxman Singh s/o Late Sh. Singh Ram, r/o Village Nalsar, P.O. Rajgarh, Tehsil Balh, Distt. Mandi (H.P.) declare that in my Aadhar Card No. 6175-6529-8663 my name LAKSHAMAN has been wrongly entered. My correct name is LAXMAN SINGH. Concerned note.

LAXMAN SINGH
s/o Late Sh. Singh Ram,
r/o Village Nalsar, P.O. Rajgarh,
Tehsil Balh, Distt. Mandi (H.P.).

CHANGE OF NAME

I, Harish Chand s/o Sh. Kamal Chand, Village Dochi, Lakha Wati (51), P.O. Chopal, Tehsil Chopal, Distt. Shimla, (H.P.)-171211, declare that I have changed my minor son's name from Yuvraj Mehta (old name) to Yuvraj (new name). All concerned please may notice.

HARISH CHAND
s/o Sh. Kamal Chand,
Village Dochi, Lakha Wati (51),
P.O. Chopal, Tehsil Chopal, Distt. Shimla (H.P.).

CHANGE OF NAME

I, Mohan Lal s/o Sh. Sadhu Ram, r/o Village Gumti, P.O. Pallion, Tehsil Nahan, Distt. Sirmaur (H.P.) declare that I have changed my minor son's name from Mukal to Mukil for all purposes in future. Please note.

MOHAN LAL
s/o Sh. Sadhu Ram,
r/o Village Gumti, P.O. Pallion,
Tehsil Nahan, Distt. Sirmaur (H.P.).

CHANGE OF NAME

I, Narender Budha Magar (New Name) s/o Sh. Amar Bhadur, r/o Village Kadaran, Kadharan (55), Shimla (H.P.)-171220 declare that I have changed my name from Narender Bahadur (Previous name) to Narender Budha Magar (New name). All concerned please may note.

NARENDER BUDHA MAGAR
s/o Sh. Amar Bhadur,
r/o Village Kadaran, Kadharan (55), Shimla (H.P.).

CHANGE OF NAME

I, Anchana Devi w/o Sh. Amin Chand, r/o V.P.O. Upper Bhattu, Tehsil Baijnath, District Kangra (H.P.) declare that I have changed my son's name from Sujal to Sujal Kapoor for all purposes including in his Birth Certifcate. All concerned please note.

ANCHANA DEVI
w/o Sh. Amin Chand,
r/o V.P.O. Upper Bhattu,
Tehsil Baijnath, District Kangra (H.P.).

CHANGE OF NAME

I, Kala Devi aged about 53 years w/o Sh. Joginder Singh, r/o Vilage Triamli, P.O. Makreri, Tehsil Joginder Nagar, District Mandi (H.P.)-176126 declare that my name has been wrongly recorded in my Aadhar Card No. 3912-4369-5089 as Koushlya Devi in place of Kala Devi. Whereas my correct name is Kala Devi. All concerned please may note.

KALA DEVI
w/o Sh. Joginder Singh,
r/o Vilage Triamli, P.O. Makreri,
Tehsil Joginder Nagar, District Mandi (H.P.)-176126.

CHANGE OF NAME

I, Atul Kumar aged 24 years s/o Sh. Prem Kumar, r/o Sadar Bazar, Dalhousie, P.O. Dalhousie, Tehsil Dalhousie, District Chamba (H.P.) declare that I want to change my name from Atul Kumar to Atul. All concerned please note.

ATUL KUMAR
s/o Sh. Prem Kumar,
r/o Sadar Bazar, Dalhousie, P.O. Dalhousie,
Tehsil Dalhousie, District Chamba (H.P.).

CORRECTION OF NAME

I, Kumari Pooja w/o Sh. Pankaj Dhiman, r/o V.P.O. Kawari, Tehsil Nagrota Bagwan, District Kangra (H.P.) hereby declare that in Matric Certificate and Aadhar Card of my son his name is entered as Pratush and his father's name is entered as Pankaj Kumar and his mother's name is entered as Pooja whereas his correrct name is Pratyush Dhiman, his father's correct name is Pankaj Dhiman and his mother's correct name is Kumari Pooja. Same may please be corrected in Matric Certificate and Aadhar.

KUMARI POOJA
w/o Sh Pankaj Dhiman,
r/o V.P.O. Kawari, Tehsil Nagrota Bagwan,
District Kangra (H.P.).

CHANGE OF NAME

I, Arti Devi w/o Vijay Kumar, Village Syoh, P.O. Syoh, Tehsil Dharampur, Distt. Mandi (H.P.) declare that in my son's Aadhar Card No. 3127 5568 2375 his name has been wrongly entered as Yakshit Thakur. His correct name is Akshit Thakur

ARTI DEVI
w/o Vijay Kumar,
Vill. Syoh ,P.O. Syoh,
Tehsil Dharampur, Distt. Mandi (H.P.).

CHANGE OF NAME

I, Narvada Devi w/o Hari Singh, P.O. Sadyana, Tehsil Sadar,Bhatwar (58) Mandi (H.P.)-175001 declare that I want to change my name from Kamla to Narvada Devi in my Aadhar No. 9450 5998 3606. All concerned please note

NARVADA DEVI
w/o Hari Singh,
P.O. Sadyana, Tehsil Sadar,
Bhatwar (58) Mandi (H.P.)-175001.

CHANGE OF NAME

I, Priyanka Bisht w/o Rajeev Bisht, r/o Thapa Bhawan, Near Geeta Mandir, Tuti Kandi, Shimla (Urban), Ambedkar Chowk, Shimla (H.P.)- 171004 declare that in my son Abhinav Bisht's school record my name is wrongly entered as Priyanka, which should be corrected to as Priyanka Bisht as per my Aadhar Card and his birth Certificate. Please correct this.

PRIYANKA BISHT
w/o Rajeev Bisht,
r/o Thapa Bhawan, Near Geeta Mandir,
Tuti Kandi, Shimla (Urban), Ambedkar Chowk, Shimla (H.P.)- 171004.

CHANGE OF NAME

I, Sukrita Devi widow of Ashok Kumar, V.P.O. Boungta, Tehsil Dehra, Distt. Kangra (H.P.) declare that my name is wrongly entered in my Aadhar card as Anuraj whereas my name may be corrected in aadhar card from Anuraj to Sukrita Devi. Concerned note.

SUKRITA DEVI
widow of Ashok Kumar,
V.P.O. Boungta,
Tehsil Dehra, Distt. Kangra (H.P.).

CHANGE OF NAME

I, Khilu Devi d/o Sh. Dayak Ram and Smt. Heera Mani Devi, r/o Village Sandha, P.O. Mohani, Tehsil Banjar, Distt. Kullu (H.P.) declare that my name has been wrongly entered as Khela Devi in Aadhar Card instead of Khilu Devi. That may be corrected. All concerned may please note.

KHILU DEVI
d/o Sh. Dayak Ram and Smt. Heera Mani Devi,
r/o Village Sandha, P.O. Mohani,
Tehsil Banjar, Distt. Kullu (H.P.).

नियन्त्रक, मुद्रण तथा लेखन सामग्री, हिमाचल प्रदेश, शिमला–5 द्वारा मुद्रित तथा प्रकाशित
इलेक्ट्रॉनिक हस्ताक्षरित राजपत्र, वैबसाइट http://rajpatrahimachal.nic.in पर उपलब्ध है एवम् ऑनलाइन सत्यापित किया जा सकता है।